



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Proposers

December 3, 2018

You are invited to review and respond to this modified Request for Proposal (RFP) Primary, entitled "Debris Management for the Camp Fire in Butte County" DRR18087. In submitting your proposal, you must comply with the instructions herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions, Special Terms and Conditions and Contractor Certification Clauses which are referenced in Section II of this package. If you do not have internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Resources Recycling and Recovery (CalRecycle) this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Michael VanBaaren
contracts@calrecycle.ca.gov
Phone: 916.341.6303
Fax: 916.319.7345

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Michael VanBaaren
Contract Administrator

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Section 1 Overview

General Information

The Department of Resources Recycling and Recovery (CalRecycle) has been tasked by the California Department of Emergency Services (CalOES) to manage coordinated debris removal projects to remove fire debris material from structures destroyed by the Camp Fire. CalRecycle intends to perform this work in an expedited manner in full compliance with CalOES and Federal Emergency Management Agency (FEMA) project requirements as outlined in this Request for Proposals (RFP), while protecting public health and safety and the environment.

Please note that CalRecycle is soliciting this contract under the authority of the Governor's Proclamation of a State of Emergency (11-8-2018) and many sections and requirements may differ from typical RFP documents. **Please Note: Time periods are substantially shorter than typical RFPs in order to respond appropriately in the current emergency situation.**

CalRecycle Contact Information

Department of Resources Recycling and Recovery

Physical Address: 1001 I Street,
Sacramento, CA 95814
Attn: Contracts Unit, MS-19A

Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025
Attn: Contracts Unit, MS-19A

Phone: (916) 341-6303
FAX: (916) 319-7345
EMAIL: contracts@calrecycle.ca.gov

Any documents delivered in person must be received in the Visitor's and Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814.

Service Needed

This Contract requires the Contractor to provide professional debris management services related to the debris removal in Butte County as well as assist CalRecycle in the coordination, documentation and related efforts necessary to coordinate with county, state and possibly federal agencies. Services may include support services in other Northern California counties.

Contract Budget

Subject to the availability of funds and approval by CalRecycle, there is an anticipated maximum budget of approximately \$250,000,000 (two hundred fifty million dollars and zero cents). CalRecycle reserves the right to amend the budget for this Agreement as needs arise.

Payment Withhold

The provisions for payment under this contract will be subject to a ten percent (10%) withholding per task. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of CalRecycle. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

Contract Term

The term of this Agreement will span approximately one year and the anticipated start date is January 7, 2019. The bulk of the field work is anticipated to take approximately 270 days to complete, with residual field work lasting another 90 days, and office support until the end of the Agreement term. CalRecycle reserves the right to amend the term of this Agreement as needs arise.

Process Type

Modified Request for Proposal (RFP) (Primary Method).

Process Schedule

This process will be conducted according to the following tentative schedule where all times are Pacific Time.

Advertisement Date	December 3, 2018
Written Questions Due by 11:00 am	December 7, 2018
Submittals Due by 2:00 pm	December 17, 2018
Cost Proposal Opening at 2:15 pm	December 17, 2018
Post Notice of Intent to Award	December 18, 2018
Anticipated Start Date	January 7, 2019

Section II Rules and Conditions

Introduction

There are conditions that this RFP, submitting Proposers, proposals and the resulting Agreements are subject to, and/or with which they must comply.

Commitment

Upon submittal of a Proposal, the Contractor has committed to comply with the following requirements:

- All items noted in RFP documents
- Special Terms and Conditions, which are included in the attached sample contract.
- General Terms and Conditions (GTCs) and Contractor Certification Clauses (CCCs) are both available for viewing at
<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>
- FEMA Public Assistance Program Clauses, which are included in the sample Agreement attachment.

The above terms, conditions, and/or requirements are not subject to negotiation. Any Proposer that reserves a right to negotiate or expresses any exception to the above terms, conditions, and/or requirements will be disqualified.

If the Proposer fails to meet any of the requirements or comply with CalRecycle requests, CalRecycle can reject, disqualify, or remove the firm from the process. CalRecycle is not committed to award an Agreement resulting from this RFP.

Antitrust Claims

In submitting a Proposal Package to a public purchasing body, the Proposer offers and agrees that if the Proposal Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the Proposal Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Proposal Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

Contractor's Cost

All costs resulting from the Contractor's participation in the RFP process are at the firm's expense. No costs incurred by the Contractor participating in the RFP process will be reimbursed by CalRecycle.

Information

All materials submitted in response to this RFP will become the property of CalRecycle and, as such, are subject to the Public Records Act (Government Code sections 6250 et seq.).

CalRecycle will disregard any language purporting to render all or portions of any bid package confidential.

All information obtained or produced during the course of the Agreement will be made available to CalRecycle.

Any information obtained or produced during the course of the Agreement that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must so be marked by the proposer prior to submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

CalRecycle will hold information obtained or produced during the course of the Agreement deemed confidential or trade secret(s) by the proposer to the extent allowable by the California Public Records Act and the Public Contract Code.

Written Questions

Proposers needing clarification of the requirements of this solicitation may submit questions to CalRecycle's Contracts Unit. All inquiries must be received no later than **11:00 am on December 7, 2018** regardless of postmark. If the inquiries are faxed, then the time and date on the fax must not be later than the due date and time.

Questions, suggestions or objections regarding the content of this solicitation, including but not limited to the purpose, scope of work, etc., not submitted by the deadline for questions shall be deemed waived and may not be raised at a later time.

Oral communications with CalRecycle officers and employees shall be non-binding on the State and shall in no way excuse the Proposer of any obligations as set forth in this package.

All questions or inquiries regarding this solicitation shall be submitted using the contact information provided in Section I.

E-mails and/or faxes should be clearly marked "**Questions Relating to SOLICITATION DRR18087**".

The questions and answers will be published in an Addendum to the RFP (see below, Addenda).

Addenda

CalRecycle reserves the right to amend, alter, or change the rules and conditions of this RFP.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP should immediately be reported to CalRecycle.

Modification of Submittals

A Proposal submitted prior to the submittal deadline, can be withdrawn or modified by the submitting proposer. The proposer must:

- Provide a written request
- Identify the requesting individual and their association to the proposer

A Proposal cannot be withdrawn for modification after the submittal deadline has passed.

Errors in Submittals

An error in a Proposal package may be cause for rejection of that Proposal.

CalRecycle may make certain corrections, if the Proposer's intent is clearly established based on review of the complete proposal.

Unreliable List

Any contractor or subcontractor currently on CalRecycle's Unreliable list, is ineligible to apply for or participate in this contract.

Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by CalRecycle. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California or CalRecycle, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Electronic Waste Recycling

If the Contractor or any subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

Use Tax

If, during the course of the agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.

Subcontractors

All subcontractors identified in the proposal, must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

If awarded the Agreement, the Contractor **must** use all of the SB and DVBE firms identified on the Bidder Declaration (Attachment C) form.

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their proposal, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the proposal and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the proposal may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

CalRecycle reserves the right to approve substitutions of subcontractors, as long as, certified business participation levels remain unchanged.

Recycled-Content Certification

The Proposer receiving award of this Contract will be required to report all State Agency Buy Recycled Campaign (SABRC) reportable purchases and the recycled content of those purchases. The sample Agreement, Attachment H, contains this form (CalRecycle 74C) and is required to be submitted with each invoice or annually as determined by the CalRecycle Contract Manager.

Payments to the Contractor

Payments to the Contractor by CalRecycle will be made in arrears. Services rendered by the Contractors must be identified on an invoice, to be billed monthly in arrears.

Section III Proposal Submittal Requirements

Introduction

Failure to follow the instructions contained in this document may be grounds for rejection of a Proposal.

CalRecycle may reject any Proposal if it is conditional, incomplete or contains irregularities.

CalRecycle may waive an immaterial deviation in a Proposal, if deemed in the best interest of CalRecycle.

Deadline

The Proposal Package must be received by CalRecycle, at the address listed in Section I, Overview by 2:00 p.m. on December 17, 2018.

Proposals received after the deadline, will be considered late and returned to the Proposer unopened.

Addressing

The proposal package must clearly state that it is in response to this RFP and note the RFP number listed with the direction of “Mailroom – do not open.”

Number of Copies

The Proposer is required to submit all required documents in the following format:

- One original, non-bound hard copy marked “Original” (Do not include Cost Proposal Sheet in this set)
- One original signed Cost Proposal Sheet in a separate sealed envelope marked “Proposal Cost-Do Not Open”
- One bound hard copy marked “Copy” (Do not include Cost Proposal Sheet in this set)
- One electronic copy on compact disc or USB flash drive viewable by Adobe Acrobat Reader. Entire proposal, including any attachments, must be saved as a single document. ”(Do not include Cost Proposal Sheet in the electronic copy)

It is the submitting Proposer’s responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by CalRecycle.

Document Printing

All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber.

Cover Letter

The cover letter shall be signed by an individual who is authorized to bind the Proposer and shall indicate that person's title or position. The cover letter must be on the Proposer's company letterhead and contain the following information:

- a. Name and address of the Proposer submitting qualifications;
- b. Proposer's Headquarters for purposes of this agreement, if awarded;
- c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;

- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to execute a binding Agreement on behalf of the Proposer;
- e. Statement that the Proposer will have qualified personnel available to meet the service;
- f. Statement attesting to the fact of the percentage of post-consumer recycled content fiber paper used in the compilation of the proposal package;
- g. Statement stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286;
- h. Statement verifying that none of the Contractor, its principals, or its affiliates are excluded or disqualified (per the Suspension and Debarment clause of Exhibit G); and
- i. List of Contractor's and any subcontractor(s') business names, identification of certified SB status, if applicable, and corresponding OSDS Reference number(s) issued to the certified SB by the DGS.

Table of Contents

The information must be organized as presented with corresponding page references.

Summary

The Proposer must include a brief overview of the project and summarize the Proposer's approach to the work.

Methodology

The proposal must include a Staffing Work Plan describing the methods to be employed to accomplish the contract activities in Section VI *Description of Work*. The methodology must be described in sufficient detail to allow CalRecycle staff to evaluate the methods and must address all tasks and items in the Scope of Work. The description must include not only what work will be performed, but how it will be performed.

The personnel described in the Scope of Work outlines the anticipated roles and responsibilities of each of the required staff necessary for completing the task requirements.

Each proposal, at a minimum, shall include the following:

1. A written narrative describing the method or manner in which the Proposer intends to satisfy the requirements of the Scope of Work.
2. A description of the Proposer's experience in providing debris removal management and monitoring services as outlined in the Scope of Work including specific experience with California Office of Emergency Services (OES), Federal Emergency Management Agency (FEMA) compliance on OES and/or FEMA reimbursable projects. The description should also include experience with the National Incident Management System (NIMS) and specific Incident Command System (ICS) experience. The Proposer may also include specific experience in providing similar services for other state and/or local agencies.
3. An organizational chart to show the project positions and corresponding ICS personnel that will be responsible for providing the services.
4. Professional resumes for key project personnel, including three Incident Commanders, three Operations Chiefs, three Deputy Operations Chiefs, three Planning Chiefs, three Deputy Planning Chiefs, six Logistics Chiefs, three Finance Chiefs, three Environmental Branch Directors, three Branch Directors, and one Health and Safety Officer. Professional resumes for division supervisors and other project personnel are desired to demonstrate the Proposer's resources, but are not required.
5. Response Plan – given critical nature of this work and the importance of an immediate response, the Proposer must provide a plan to indicate the initial steps that will be taken to

fulfill the management, staffing and debris monitoring needs of the Project. The response plan must demonstrate that ten (10) Site Inspectors will be deployed to begin Individual Site Assessments within two (2) days of the Contractor beginning work, and that the Operations Chief, Planning Chief, Logistics Chief and Financial Chief will be deployed within one week of the Contractor beginning work. The other listed staff will need to be deployed and phased in within a 2-3 week period of the Contractor beginning work. All Proposer field staff must be HAZWOPER certified.

Organization

Provide a brief description of the organization's services and activities, including:

- Date of establishment
- History
- Location
- Any known conflicts of interest

Qualifications and Resources

As demonstrated by resumes and references, the Proposer and any subcontractors must have the experience, qualifications, and resources to perform the required tasks of the project.

As demonstrated by resumes and references, the Proposer must be highly knowledgeable in providing ICS management services related to the debris cleanup project tasks including:

- Site assessment;
- Debris cleanup planning;
- Logistic operations;
- Finance/administration qualifications;
- Environmental assessment; and
- Oversight of the collection of fire related debris.

As demonstrated by resumes and references, the Proposer must be able to provide management of debris removal activities and assist CalRecycle in the coordination, documentation and other necessary efforts required to coordinate with local, state and federal agencies (if and where necessary) that are represented as part of the disaster recovery effort. It is highly recommended that the majority of the Proposer's key staff have a minimum of three (3) years of experience conducting disaster debris removal and/or remediation site cleanup management support service (ideally, FEMA debris cleanup and/or ICS related experience).

This service requires experience with the management of post-disaster debris removal and/or remediation cleanup monitoring management and it is expected that between 150-200 employees and 20-35 Administrative staff will be needed in order to complete this task.

Each proposal must include a description of the resources to be used on the project while demonstrating an individual or team members' abilities to perform the work. The proposals must include resumes for the Project Manager, Personnel, and Subcontractors, that include:

- Experience
- Knowledge
- Educational Background
- Appropriate licensing

References

The Proposer's team must provide a minimum of three (3) verifiable references and/or experience that support the above qualifications.

CalRecycle reserves the right to seek references in addition to the client references provided by the Proposer, as it deems necessary.

If a reference or project experience is unable to be verified, it may be disregarded. Because of the extremely short period for proposal evaluation, CalRecycle reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled.

Samples of Written Work

The Proposal must include a copy of a final report from a project that is similar in nature to the proposed project.

Contractor Eligibility

The Proposer must include a written declaration, stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC§10286.1. Statement may be included in the cover letter.

Licenses

The Proposer and any Subcontractors shall be individuals or firms qualified to do business in California. The Proposal must include the following required documentation:

- A copy of the Proposer's (and any Subcontractors') registration with the California Secretary of State.
- Hazardous Waste Operations and Emergency Response (HAZWOPR) Certifications for at least three Site Inspectors and each proposed Operations Chief, Planning Chief, Logistics Chief and Financial Chief. (All other field staff shall be HAZWOPR certified prior to being allowed to conduct any project related field work, but their certificates do not need be provided with the proposal.)
- The Proposer (prime Contractor only) must provide their OSHA lost time injury/illness incidence, OSHA recordable injury/illness incidence, and their Workers Compensation Insurance Experience Modification Rate (EMR) for the last 3 years.

Small Business (SB) Preference

The following information shall apply to both SBs and Micro Businesses (MB).

Any Proposer competing in this process as a California Certified Small Business (SB) or Micro Business (MB), or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California Certified SB or MB, will receive a five percent (5%) preference.

Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS). CalRecycle will apply the preference per State law and as described on the DGS website at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

A five percent (5%) preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Proposal response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net Proposal price with one or more California certified small businesses. Each

listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontracts must be attached to the Proposal response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net Proposal price (as specified in the solicitation) per subcontractor. Use the Bidder Declaration form to report this information.

Proposers claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net Proposal price with one or more California certified small businesses. Completed certification applications and required support documents must submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the Proposal due date, and the OSDC must be able to approve the application as-submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940. In no event shall the SB preference or non-SB subcontracting preference exceed \$50,000 in any single Proposal. In order to apply the preference and calculate the maximum preference amount, the bidder's Total Daily Cost will be multiplied by an estimated 50 days of work.

The preference is applied during the evaluation process and is only applied for responsive Proposals from responsible Proposers proposing the percentage of SB participation for the incentive specified above. The SB preference will be applied when a responsible Proposer that is not a CA certified SB or a non-SB claiming 25% CA certified SB subcontractor participation submits the lowest responsive Proposal.

For award based on low price, the preference is applied by reducing the Proposal price by the amount of incentive as computed from the lowest responsive and responsible Proposal price. The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business.

A copy of the Proposer's SB certification should be included with the Proposal Package.

If the Proposer makes a commitment to achieve small business participation, then the Proposer, if awarded this contract, must within 60 days of receiving final payment (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved (Govt. Code § 14841). Refer to Attachment D to fulfill this requirement.

Disabled Veterans Business Enterprise (DVBE) Incentive

Any Proposer competing in this process as a California Certified Disabled Veterans Business Enterprise, or as a non-DVBE certifying to subcontract a minimum of 3% of the total contract services to a California Certified DVBE will receive an incentive as shown below:

1. Five (5%) and above participation level = Proposal will receive five percent (5%) incentive.
2. Four (4%) participation level = Proposal will receive two percent (2%) incentive.
3. Three (3%) participation level = Proposal will receive one percent (1%) incentive.

Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

A five percent (3-5%) Proposal incentive is available to a non-DVBE claiming a minimum of three percent (3%) California certified DVBE subcontractor participation. If claiming the non-DVBE subcontractor incentive, the Proposal response must include a list of the DVBE(s) with which you commit to subcontract in an amount of at least three percent (3%) of the net Proposal price with one or more California certified DVBEs. Each listed certified DVBE must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified DVBE subcontracts must be attached to the Proposal response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net Proposal price (as specified in the solicitation) per subcontractor. Use Attachment B to report this information.

Proposers claiming incentive must commit to subcontract at least three percent (3%) of the net Proposal price with one or more California certified DVBEs. Completed certification applications and required support documents must submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the Proposal due date, and the OSDC must be able to approve the application as- submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940.

The incentive is applied during the evaluation process and is only applied for responsive Proposals from responsible Proposers proposing the percentage(s) of DVBE participation for the incentive(s) specified above.

For award based on low price, the incentive is applied by reducing the Proposal price by the amount of incentive as computed from the lowest responsive and responsible Proposal price. The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business.

A copy of the Proposer's DVBE certification should be included with the Proposal Package. For information on locating DVBE resources please go to the following website
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

A copy of the Proposer's DVBE certification should be included with the Proposal Package.

If awarded, the Proposer who has made a commitment to achieve disabled veteran business enterprise (DVBE) participation, must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 999.5(d)). Refer to Attachment D to fulfill this requirement.

Maximum Combined Preferences and Rules for Award

In combination with any other preferences (SB or DVBE participation) the maximum limit of the combined preferences is 15% of the bid amount and, in no case, more than \$100,000.00 per solicitation. In order to apply the preference and calculate the maximum preference amount, the bidder's Total Daily Cost will be multiplied by an estimated 250 days of work.

Preference programs for the non-SB subcontracting preference cannot displace a direct award to a certified SB. In the event of a tie between a SB and a firm that is SB and DVBE, the award shall be made to the firm that is SB and DVBE.

Section IV Cost Proposal Submittal

Overview

The Cost Proposal Sheet must be submitted in a separate, sealed envelope by the due date identified in the Schedule of Section I.

The envelope must read “Proposal Cost-Do Not Open”.

Cost Breakdown

The cost proposal must specify the total cost and include detailed project costs, as required in the Cost Proposal Sheet. The winning proposer’s invoices must be itemized as shown in the submitted cost sheet.

The costs identified, should take into consideration the length of the contract, rise in salaries and administrative overhead costs.

The cost proposal sheet is a self-contained document for purposes of evaluating whether all information required by the RFP has been submitted, and determining lowest cost. Therefore, all information must be included on the cost proposal sheet. Reference by incorporation to the proposal is not acceptable.

The rates identified on the Cost Proposal Sheet may not be changed and will remain in effect for the life of the Agreement.

The rates on the Cost Proposal Sheet represent the rate the Contractor will be paid for each hour of work. The proposed hourly prices must be inclusive of all items reasonably required to perform the work, including labor, Health & Safety (H&S) equipment, cameras, computers, cell phones, navigation devices, vehicle, overhead, and profit for each hour of work, including overtime, per diem, other travel costs, and any other items reasonably required to perform the work. These items cannot be invoiced separately.

The Cost Proposal Sheets will be compared on the basis of Total Daily Cost to determine the lowest cost proposal among all proposals receiving passing scores.

Section V Evaluation and Selection

Introduction

CalRecycle will perform a Pre-Qualification Evaluation process to ensure that the Proposer has included all required documentation in the Proposal submittal.

If a proposal package does not meet all of the requirements set forth in this RFP, it will be considered non-responsive and rejected from further competition.

Those Proposer's submittals that pass this review will be forwarded to the Selection Committee for Evaluation.

Selection Process

The qualified cost proposals (sealed) will be opened publicly at the CalEPA building at 1001 I Street, Sacramento, CA at the time set in Section I Overview, Process Schedule. After the Cost Opening, the Selection Committee will evaluate and score all proposals, passing the Pre-Qualification Evaluation, utilizing the Scoring Criteria identified in this RFP.

Only those proposals that receive a score of at least the minimum requirement identified on the Scoring Sheet will be eligible to be awarded a contract.

Grounds for Rejection

All proposals may be rejected whenever the determination is made that the proposals received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a proposal may be rejected if:

- It is received after the due date and time for submittal
- The cost submittal is unsigned
- Duplicative staff from other current fire debris removal projects are proposed for primary staff positions within the Proposer's team
- The proposal cost is not prepared as required by the RFP
- The Proposer has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Proposer has received a substantive negative contract performance from the State
- Any items required by the RFP are not included with the submittal

No proposal may be rejected arbitrarily or without reasonable cause.

Award of Agreement

The award of this Agreement will be to the lowest responsive responsible Proposer meeting all of the RFP requirements.

In the event of a tie, CalRecycle will utilize a tie breaker to determine the winning Proposer. The tie breaker will be determined based on which proposer has the most SB and DVBE participation identified in Attachment C.

CalRecycle reserves the right to not award an Agreement.

Notice of Intent to Award

CalRecycle will post a Notice of Intent to Award this Contract as soon as possible after the Cost Proposal opening. This notice will be posted for five (5) working days, but because of the emergency situation CalRecycle may move forward with contract award during the 5 day period subject to the protest procedure discussed below.

Notice of the intent to Award will be posted on CalRecycle's website at www.CalRecycle.ca.gov/contracts and at the headquarters building noted in Section I. It is the Proposer's responsibility to check one of these locations for a copy of the Notice of Intent to Award.

Rejection of Award

If the Proposer fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, CalRecycle may deem that the Proposer has rejected the award.

CalRecycle reserves the right to disqualify the awardee and award the Agreement to the next highest ranked Proposer.

CalRecycle will notify the rejected highest ranked Proposer at least one (1) day prior to the award being made, of the decision not to award the agreement.

Protest of Award

A Bidder may protest the proposed award by filing a protest with CalRecycle's Hearing Officer. The protest must be filed within five (5) working days of the notice of intent to award the contract. The Bidder must submit a detailed written statement with information that supports that the Bidder would have been awarded the contract and the grounds for that position.

Because of the necessity to begin fire debris removal immediately, the Agreement may be awarded prior to a decision on the filed protest. In the event that the Hearing Officer finds that the contract was awarded incorrectly, the contract may be terminated and awarded to the protestant.

In considering the protest, the Hearing Officer may request and consider written statements of the protestant, the apparent awardee, and CalRecycle, along with all RFP and proposal documents.

The protest documents should be sent via registered mail to the following parties:

Department of Resources Recycling and Recovery
Attn: Hearing Officer
1001 I Street, MS-25A
Sacramento, CA 95814
Fax (916) 319-7498

Department of Resources Recycling and Recovery
Attn: Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7345
Email contracts@calrecycle.ca.gov

Section VI Description of Work

Work to be Performed

The Contractor shall perform all debris management services and reporting as required to manage the debris cleanup services in support of the Incident Commander (IC) including providing Planning, Logistics, Operations, Finance/Administrative, and Subject Matter Expert services, as directed by the CalRecycle Contract Manager. All staff shall maintain Activity Log (ICS214) forms, available at <https://www.fema.gov/media-library/assets/documents/33551>, documenting all daily activities. Through Work Orders, CalRecycle will direct the Contractor on when and where these services are necessary. In the performance of this work, the Contractor shall provide the following:

- A. Provide two to three Incident Commanders (IC), per Incident Commander System (ICS) model as directed by the State's Incident Management Team (IMT), who shall work cooperatively in support of the IMT. CalRecycle may use the Contractor's IC as support to CalRecycle's IMT, but requires the Contractor's IC to be fully qualified to assist and even take over the role on an as-needed basis.
- B. Provide two to three Planning Section Chief (PC) and two to three Deputy Planning Section Chief, per the ICS model as directed by the IMT, who shall work cooperatively in support of the IC and the incident requirements as defined by the IMT, California Office of Emergency Services (OES), and the CalRecycle Contract Manager. CalRecycle may use the Contractor's PC as support to CalRecycle's own PC, but requires the Contractor's PC to be fully qualified to assist and even take over the role on an as-needed basis. The Planning Team shall perform (but not be limited to) the following services:
 1. Work with the IMT and the Operations and Logistics Chiefs to assist CalRecycle in maintaining the Debris Removal Operations Plan (DROP). A current DROP will be maintained on CalRecycle's website. The DROP will be made available during the contract term, is a living document, and will be revised as the project progresses. As the DROP is revised, the most recent version at the time will control work under this Agreement and work orders may reflect those revisions.
 2. Provide necessary support staff, including at least two to three Geographic Information Systems (GIS) experienced and proficient professionals who shall incorporate all necessary property data necessary to track the cleanup of each participating property.
 3. Provide two to three Environmental Branch Directors to support the IMT with asbestos consultation and air sampling. Air sampling will include community, perimeter, and personnel monitoring.
- C. Provide two to three Operations Section Chiefs (OC), and two to three Deputy Operations Section Chiefs, per the ICS model, as directed by the IC. These four to six OCs shall work cooperatively in support of the IMT and the incident requirements as defined by the IC, OES, and the CalRecycle Contract Manager. The OC shall head up an Operations Team that shall provide all necessary support staff including Branch Directors (up to 9), Subject Matter Experts (up to 15), Division Supervisors (up to 36) and Task Force Leaders (up to 150) to oversee the actual cleanup activities by the Debris Removal Contractor(s) (under separate Agreement to CalRecycle). CalRecycle will likely use the Contractor's OC as support to CalRecycle's own OC, but requires the Contractor's OC to be fully qualified to assist and even take over the role on an as-

needed basis. The Operations Team shall perform (but not be limited to) the following services:

1. Debris Removal oversight and leadership, including but not be limited to documenting the removal of burn ash, recyclable metals, concrete, over-excavated soil, and the removal of hazard trees from burned residential and/or out-building footprints and surrounding areas, as well as related support services. Burn ash, recyclable, metals, concrete, and over excavated soil shall be handled separately, and shall be tracked separately (material quantities and costs) all the way to the Materials Receiving Facilities (i.e., landfills for disposal, concrete and metal recyclers, and other similar facilities) to meet the overall objectives of this project and to track costs. The Contractor shall develop the form and format of the daily reports to the satisfaction of CalRecycle, to be consistent with Federal Emergency Management Agency (FEMA) standards and style for electronic monitoring reports, with input from CalRecycle staff.
 2. Assist the Debris Removal Contractor(s) in arranging for efficient coordination of debris removal trucks and water trucks for dust control. Based upon CalRecycle's experience on recent and similar projects, typical quantities of materials generated from a residential burn debris site include: 135 tons of burn ash, 10 tons of recyclable steel, 50 tons of recyclable concrete (for buildings with standard foundations), and 40 tons of contaminated soil.
 3. Provide Site Investigation. Teams to conduct Initial Site Reconnaissance and site material evaluations of each property in the program. These teams shall also be responsible for any post-cleanup confirmation sampling/evaluations. These Teams, under the direction of the OC, shall also assess each site for friable asbestos, mercury, radiological debris, and other hazardous materials and arrange for a subcontractor to properly remove and dispose of any asbestos materials found. The Department of Toxic Substances Control (DTSC) shall be contacted for the removal of other Hazardous wastes that may be delineated by the Operations Site Investigation Teams.
 4. Be responsible for the preparation of an ICS Team and Cleanup Operation Health and Safety Plan (HSP), signed by a certified health and safety professional. The HSP shall designate a project Health and Safety Officer, for the Contractor's employees and/or subcontractors. The Contractor shall submit a draft copy of the health and safety plan to CalRecycle's designated agent upon execution of this Agreement for review and comment. The Contractor shall designate, in writing, the individuals responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed for the duration of this Agreement. The Contractor shall be responsible for the health and safety of its workforce and shall comply with all State and Federal Occupational Safety and Health Administration (OSHA) requirements. CalRecycle may handle this task with in-house resources and will coordinate as to who performs this task.
- D. Provide up to six Logistics Chiefs (LC), per the ICS model, as directed by the IC. These LC's shall work cooperatively in support of the IMT and the incident requirements as defined by the IC, OES and the CalRecycle Contract Manager. CalRecycle will likely use the Contractor's LC as support to CalRecycle's own LC, but requires the Contractor's LC to be fully qualified to assist and even take over the role on an as-needed basis. The LC and the Logistics Team shall provide (but not be limited to) the following services:
1. Provide coordination with the disposal site owners and/or operators.

2. Provide and/or coordinate with the Debris Removal Contractor(s) the means of communication among field crews, Operations Team members, Planning Team members and the IC, as required.
 3. Provide coordination with the Debris Removal Contractor for a workspace and support services for the Debris Removal Operations Center (DROC).
 4. Coordinate with IC, OC, PC, Finance Chief, the Health and Safety Officer, and the Debris Removal Contractor to provide support services to the other Teams to be able to complete their defined tasks.
 5. The LC shall coordinate closely with the Debris Removal Contractor in providing these sustaining goods and services efficiently and effectively to both sets of staff.
- E. Provide at least three Finance/Administration Chiefs (FC), per the ICS model as directed by the IMT. The FC will work cooperatively in support of the IC and the incident requirements as defined by the IC, OES and the CalRecycle Contract Manager with concurrence of the Chief Accounting Officer. CalRecycle will likely use the Contractor's FC as support to CalRecycle's own FC/AC, but requires the Contractor's FC to be fully qualified to assist and even take over the role on as as-needed basis. The Finance/Administrative Team may be required to provide (but not be limited to) the following services:
1. Prepare or support CalRecycle Staff in the implementation of the Debris Removal Contractor(s) Agreement.
 2. Support CalRecycle staff in the oversight and implementation of the Debris Removal Contractor(s) Agreement.
 3. Assist CalRecycle staff in setting up the Debris Removal Contractor(s) and their subcontractor's invoice requirements to provide ease of invoice review and cost tracking of debris removal operations conducted per site cleaned up as part of the Debris Removal Program, to best meet the needs of CalRecycle and OES for ease of state and/or Federal (if applicable) reimbursement.
 4. Set up a detailed data base collection and management system to enhance the contractor invoicing, invoice review process, and audit capabilities, at the CalRecycle Finance Chief's direction with concurrence of the Chief Accounting Officer of CalRecycle. Database shall include, at a minimum, invoiced and actual payment financial data by invoice number and parcel. If applicable, database shall be broken out by FEMA eligible, ineligible, and community costs by invoice number and payment amount as directed by the CalRecycle Finance Chief with concurrence of the Chief Accounting Officer of CalRecycle.
 5. Setup Changes to the tickets issued by TF Leaders to include Change Orders, as directed by the CalRecycle Finance Chief.
 6. Under the direction of the Chief Accounting Officer of CalRecycle, assist CalRecycle staff in the detailed review and processing of invoices for payment. This support may take place either in the DROC office in the field, or (at the end of the project) at CalRecycle's offices in Sacramento. At a minimum, the detailed review shall ensure that:
 - a. Invoices and charges comply with provisions of purchase orders, sub-purchase orders, contracts, leases, service agreements, grants, etc. This includes ensuring completed work orders, adherence to contract terms and invoicing, and that there

- is proper authorization and internal control of purchases and assets in accordance with the State Contracting Manual and State Administrative Manual.
- b. Invoices are itemized and presented in accordance with contract provisions, and that charges are broken out as appropriate, such as by task, project, subcontractor amounts and services. Invoices must contain adequate supporting documentation as defined by the CalRecycle Chief Accounting Officer.
 - c. Items or services invoiced have been received or provided, as evidenced by stock received reports, receipts or similar documents or verification by authorized individuals, and is fully documented for audit or other external review. All travel must be documented and in accordance with CalHR reimbursement rates for excluded employees.
 - d. Authority exists to obtain the goods or services.
 - e. Invoices are not a duplicate, and payment has not previously been made.
7. Assist CalRecycle staff in the detailed review and processing of invoices for payment. This support may take place either in the DROC office in the field, or (at the end of the project) at CalRecycle's offices in Sacramento.
8. Assist CalRecycle in assembling and assessing Agreement correspondence. This includes assistance in responding to the contractor's requests for information, notices of potential claims, and claims review, assessment, and recommendations.
- F. Provide necessary administrative support for the ICS Team in the field. This support may include staffing of the ICS Team, or providing support staff to these positions.
- G. Provide a minimum of two Truck Inspector crews to a support commercial vehicle inspection program.

Overall Tasks to be Performed

The Contractor shall provide ICS staff to lead and/or support the established ICS Team in implementing the technical elements of the DROP. The following is a summary description of the tasks the Contractor shall perform in implementing the DROP. Actual interpretation in implementing the DROP is at the discretion of the IMT.

- A. Conduct Hazardous Waste Assessment:
 - 1. After the DTSC has inspected the site and removed obvious hazardous materials, the Contractor shall be responsible for identifying hazardous materials including easily identifiable gross asbestos containing materials (ACM), radioactive materials, mercury, bullets and mortar rounds, and other explosive materials.
 - 2. Assess areas for ACM, either by or under the direction of a Certified Asbestos Consultant.
- B. Perform Individual Site Assessments in Preparation for Debris Removal:
 - 1. Observe and verify the installation of address and project signs by the Debris Removal Contractor.
 - 2. Observe and verify the identification of water and electrical sources by the Debris Removal Contractor.
 - 3. Observe and verify the identification of equipment and material staging area by the Debris Removal Contractor.
 - 4. Observe and verify the identification of underground utilities by alerting Underground Service Alert (USA) for public right of way by the Debris Removal Contractor.

5. Observe and verify the identification of underground utilities by using an independent private utility locator service for private right-of-ways, if necessary, by the Debris Removal Contractor.
6. Identify septic tank and leach field locations on each property, where feasible.
7. Identify water wells on properties not serviced by the local water agency, where feasible.
8. Identify and record vehicles for removal (i.e. cars, boats, motorcycles, trailers, etc.).
9. Measure and record foundation and other hardscape footprints.
10. Measure and record ash footprints.
11. Identify other property-specific hazards (i.e. swimming pools, large vehicles, hazard trees).
12. Identify and remove hazardous wastes that were missed during the initial assessment.
13. Identify potential site access issues that may require additional work by the Contractor prior to mobilizing equipment and trucking.

C. Conduct Air Monitoring and Surveillance During Debris Removal Operations:

1. Develop an offsite (community) air monitoring plan for constituents of concern detected during initial assessments to the satisfaction of CalRecycle's OC and Health and Safety Representative for the purpose of monitoring overall community sensitive receptors and/or receptors on neighboring properties (if any determined) during the debris cleanup operation.
2. Conduct offsite (community) air monitoring consistent with the offsite (community) air monitoring plan.
3. Conduct personnel air sampling of task force leaders and others in the HAZWOPER exclusion zone (i.e., area of contamination).

D. Health and Safety Considerations:

It is recommended that all on-site cleanup personnel entering the HAZWOPER exclusion zone (i.e., area of contamination):

1. Are 40-hour HAZWOPER certified and wearing Level C PPE. The Contractor shall be responsible for their own health and safety and is required to develop and implement their own Health and Safety Plan for the work. The results of the initial assessments shall be provided to the Contractor performing the work to prepare an appropriate plan.
2. Use engineering controls to manage dust prior to the debris removal contractor taking over this task, such as watering down prior to start of removal operations, during waste removal, and loading waste into transport vehicles by the Debris Removal Contractor, wrapping ash and debris in plastic and use tarps to double cover loads, and other health and safety measures deemed appropriate by H&S Professionals and the OC.

E. Observe and record Storm Water Best Management Practices During Debris Removal Operations:

1. Observe and verify the employment of appropriate storm water best management practices at each site such as use of waddles to prevent off-site migration of waste into municipal system or nearby waters.
2. Observe and verify the employment of appropriate storm water best management practices around the community to protect storm drain systems or nearby waters (i.e. sedimentation/ash control at storm drain inlets).

F. Segregate Vehicles for Disposal/Recycling

1. Observe and verify the removal and disposal of vehicles (i.e. cars, boats, motorcycles, trailers, etc.) for recycling or disposal.
2. Confirm that motor vehicles have been cleared of their title before disposal.
3. Verify that any liquids in the vehicles are removed prior to transport to the metals recycling or disposal site.

G. Segregate Ash and Debris for Disposal

1. Observe and verify the collection, consolidation, removal and transportation of ash and debris for disposal. This material typically requires special handling and disposal as "designated" or "special" waste at a lined landfill.

H. Segregate Metals for Disposal/Recycling

1. Observe and verify the collection, consolidation, removal, and transportation of metals for recycling or disposal.
2. Appliances such as refrigerators and freezers require special handling and removal of the refrigerant.

I. Segregate Concrete for Disposal/Recycling

1. Observe and verify the collection, consolidation, removal, and transportation of concrete for recycling unless a registered professional structural engineer determines that the concrete foundation is safe to re-build upon.
2. Check local building ordinances for construction standards to determine if special equipment is needed to remove the concrete due to thickness, depth, or reinforcement design.

J. Finish Surface

1. Observe and verify the removal and transportation of three to six inches of soil in the ash impacted areas of the site for reuse or disposal pending waste characterization. If soil is clean, a landfill may accept it as daily cover.
2. Observe and verify the finish grading/smoothing ground surface.

K. Hazard Tree Identification and Removal

1. As needed, the Contractor shall provide a certified or registered arborist to assess trees within the impacted area to determine whether they may be a threat to public health and safety (i.e. hazard tree). Arborist may mark trees as Hazard or Questionable. Hazard trees will be removed, by the Debris Removal Contractor. Questionable ones may be decided by the landowner to keep or remove.
2. Oversee the collection, consolidation, and removal of hazardous trees for recycling (bucked into firewood rounds or chipped as erosion control) or disposal depending on the options provided to the landowner and/or municipality.

L. Conduct Confirmation Sampling

1. Obtain background samples from soils outside of the affected area to establish clean-up goals (per the DROP).
2. Develop a standardized soil sampling plan for each property, dependent on size of cleanup footprint and get approved by the OC.
3. Upon removing all the debris and three to six inches of soil within the ash impacted areas of the property, sample and analyze the remaining soil surface for the same constituents identified as a clean-up goals (per the Approved Soil Sampling Plan).
4. Compare soil results to clean-up goals (per the Approved Soil Sampling Plan).
5. If results exceed clean-up goals (per the Approved Soil Sampling Plan), the Debris Removal Contractor will remove another layer of soil (from $\frac{1}{2}$ inch to 3 inches) for disposal and the Contractor shall conduct re-sampling of the soil. The removal and re-sampling shall be repeated until the remaining soil meets objectives.
6. If results are less than clean-up goals (per the Approved Soil Sampling Plan), observe and verify the site preparation for final erosion control and certification.
7. Prepare a final report for each individual landowner describing work performed, a cost summary, and any lab sampling data for the property for insurance purposes.

M. Project Completion Documentation:

1. Assist CalRecycle staff in completing financial summary information for each property in a manner and level of detail acceptable to CalRecycle to document complete project costs.
2. Provide adequate management level and administrative staff as required to conduct after action meetings and prepare an after action report for work performed on this project. After action incident reporting is critical to ensuring lessons learned can be integrated into response operations for future disasters. This process includes: identifying the functions to assess and evaluate, conducting meetings with key personnel to discuss these functions, and developing an after action report or improvement plan to document the lessons learned. These services are described in more detail as follows:
 - a. Determine Debris Functions
Using the concepts of the California Standardized Emergency Management System (SEMS) and Incident Command System (ICS), the Contractor shall coordinate with CalRecycle to determine the debris-related functions to assess for the after action meeting.
 - b. Conduct After Action Meeting
Once the list of functions is finalized, the Contractor shall conduct a half-day after action meeting with key personnel to discuss the successes and lessons learned from these fire debris operations. CalRecycle will coordinate the scheduling, invitations, and office location for the meeting. The Contractor shall facilitate the meeting and provide printed materials. The Contractor shall manage the agenda to ensure there is sufficient time to discuss each debris function. During the after action meeting, the Contractor shall use the CalOES after action meeting template to document areas for improvement

and potential improvement actions (i.e. planning, training, personnel, equipment, or facilities).

c. Deliver After Action Report

The Contractor shall develop and deliver the after action report that documents the successes and lessons learned from these fire debris operations. The report will provide recommendations to address gaps in the debris-related functions and will include an improvement plan matrix for CalRecycle to track improvement actions.

The final report will include best management practices that have been instituted as a result of the operational standards set forth on this fire. The report will include a comparison to historical fire incidents to demonstrate how CalRecycle continues to enhance the effectiveness and efficiencies of their debris operations.

The Contractor shall conduct meetings to review changes to the report. The Contractor shall make the changes and provide the final version electronically to CalRecycle.

d. Prepare draft versions of CalRecycle project administration documents to implement the recommended changes on future debris removal projects. Example documents that may be amended include, but are not limited to: the Debris Removal Operations Plan and all of its technical appendices, site completion reports, reports generated by the planning function on the ICS team, project Agreement, project Agreement solicitation documents, and any and all field documentation required for the project administration.

Roles

The following are CalRecycle's requirements for the specific roles and responsibilities of the Contractor's staff in the performance of this Agreement. All staff conducting work in and around the debris removal cleanup and disposal operations shall be 40-hour HAZWOPER Trained and Certified and their certification shall be and remain current while working as part of the Debris Cleanup Team.

A. PROJECT MANAGER

The Project Manager is responsible for overseeing the operations of the Contractor's staff deployed as part of the ICS Team. This position is not necessarily a full-time and/or field position, but is dedicated to make sure that the operation has sufficient staff, equipment and materials to complete the work defined by the IMT and CalRecycle's Contract Manager.

B. HEALTH AND SAFETY OFFICER

The Health and Safety Officer shall prepare, have reviewed and signed by a Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH), and be responsible for implementing a program health and safety plan for the Contractor's employees and/or the Contractor's subcontractors, and CalRecycle staff (if requested) at all the cleanup and debris placement sites. The Health and Safety officer shall also coordinate with the other Safety officers provided by CalRecycle and the Debris Removal Contractor.

The Health and Safety Officer shall be HAZWOPR certified in accordance with Title 29, Code of Federal Regulations (29 CFR), Section 1910.120 and Title 8, California Code of Regulations (8 CCR), Section 5192 and have appropriate experience to adequately oversee and/or perform the tasks outlined in the Scope of Services.

C. INCIDENT COMMANDER

Will be responsible for all aspects of an emergency response for the consultant; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for consultant resources. The incident commander sets priorities and defines the consultant team and resources roles and the overall incident action plan. Duties may include performing specific tasks as requested by the Incident Commander and possibly performing the Incident Command function in a relief capacity.

D. OPERATIONS CHIEF

The Operations Chief (OC) is responsible for developing and implementing strategy and tactics to accomplish the incident objectives by directing and/or supervising soil/solids environmental cleanup and/or remediation operations. The OC duties include but are not limited to:

1. Is responsible to the Incident Commander for the direct management of all incident-related operational activities and the management of all environmental support activities related to the operational activities.
2. Works closely with and supports the IC and the PC in formulating and updating the incident specific DROP that shall be prepared to direct the OC and the Operations Team as to their duties and their responsibilities. The OC is responsible for setting up staging areas for the contractors staff from which they shall muster.
3. Establishes and directs all tactical objectives for contractor staff in support of each Incident Action Plan's (IAP) operational period.
4. The OC organizes, assigns, and supervises all the contractor's tactical or response resources assigned to the incident. They are also responsible for setting up the required Divisions and/or Specialty Groups to properly, effectively, and efficiently carry out the debris cleanup operations technical support.
5. Directs the Contractor's Team who together shall be responsible for all activities defined by the following Contractor Role Descriptions.

E. DEPUTY OPERATIONS CHIEF

The responsibilities of the Deputy Operations Chief include assisting the Operations Chief in developing and implementing strategy and tactics to accomplish the incident objectives by directing and/or supervising soil/solids environmental cleanup and/or remediation operations, and all duties of the Operations Chief listed in Section D above. The Deputy Operations Chief supports the Operations Chief and assumes their role during absence.

F. BRANCH DIRECTOR

The Branch Director (or Branch Chief, as defined by the OC) will oversee the Division Director and will be established when the number of Divisions exceed the span of control of the Division Supervisors.

G. SUBJECT MATTER EXPERT

The Subject Matter Expert (SME) is responsible to supervise and support all Division Directors and Task Force Leaders (both responsible for overseeing and documenting the Debris Removal Contractor's Field Activities including recording the materials removed from each property as well as materials delivered to the disposal/recycling facilities) within their logistical area of supervision, as assigned by the OC and/or PC. The duties for this operation include:

1. Fully understand and follow the requirements included in the DROP, provided by the PC;
2. Coordinate with construction contractors on work task assignments to maximize efficiency and safety;
3. Resolve any issues or logistical problems reported by Task Force Leaders. Coordinate with construction contractors to resolve these issues;
4. Maintain positive relations with incident personnel and members of the public, especially property owners of impacted areas;
5. Report to the Incident Commander (IC), Operations Section Chief (OPS), and/or Planning Section Chief (PSC) when the Incident Action Plan needs to be modified, additional resources are needed, surplus resources are available, or when hazardous situations or significant events occur;
6. Respond to emergency or significant events within the Specialist's designated area and assume command to mitigate such incidents. Notify the Operations Section Chief, Incident Commander (IC) and construction contractor representative when such events occur;
7. Submit situation and resource status information to the Operations Section Chief and the Planning Section Chief as needed, but at least daily;
8. Ensure that all personnel and resources arrive at and depart from assignments in a timely, orderly and safe manner;
9. Participate in the development of tactical plans for the next operational period;
10. Attend planning meetings at the direction and discretion of the Operations and/or Planning Section Chiefs;
11. Participate in the development of the Incident Action Plan and review the general control objectives including alternatives;
12. Provide a California Licensed Drone pilot to support Planning and Operations.

H. DIVISION SUPERVISOR/DIRECTOR

The Division Supervisor (or Division Director as defined by the OC) is responsible to supervise and support all Task Force Leaders (both responsible for overseeing and documenting the Debris Removal Contractor's Field Activities including recording the materials removed from each property as well as materials delivered to the disposal/recycling facilities) within their logistical area of supervision, as assigned by the OC and/or PC. The duties for this operation include:

1. Fully understand and follow the requirements included in the DROP, provided by the PC;
2. Provide and/or verify that the Task Force Leaders are properly trained to conduct the work assigned;
3. Provide direct supervision of and direction to the Task Force Leaders and the work they are conducting;

4. Inform the OC of issues or suggestions on how to conduct the operation more efficiently and effectively;
5. Provide the necessary health and safety equipment and materials required for the Task Force Leaders for the work they are conducting;
6. Provide the forms, tools, and communication equipment to keep in contact with the Supervisor at all times; and
7. Report directly to the OC and be the line of contact between the OC and the Task Force Leaders in fulfilling the responsibilities of the Division as assigned by the OC.

I. TASK FORCE LEADER

Task Force Leaders shall be selected and assigned by the Contractor's Project Manager and report directly to and work for the Division Supervisor and ultimately the OC. The Task Force Leaders are responsible for directing and overseeing disaster debris cleanup operations at one or more such sites and must be capable of directing and overseeing these operations. The Task Force Leader shall have either at least two (2) years of experience in the Task Force Leader role and/or directing or overseeing disaster debris cleanup operations at one or more such operations, or an approved equivalent, such as at least three (3) years of experience in overseeing and/or inspecting environmental cleanup and/or remediation operations. The Task Force Leaders shall:

1. Fully read, understand, and follow the requirements included in the DROP, provided by the PC;
2. Attend daily Incident Operations Chief/Division Supervisor initiated safety meetings to discuss possible personal and community hazards;
3. Attend periodic (typically weekly) OC initiated safety meetings to discuss possible personal and community hazards.
4. Be responsible to carry out, under the direction of the OC and the Division Supervisor, the DROP requirements for each individual property assigned, and to read and follow the Homeowner's directions, listed on the signed and County approved Right of Entry (ROE) Forms;
5. The Task Force Leaders shall be the Homeowner's point of contact until the property has been cleared by the County for rebuilding;
6. Inspect, monitor, track, and document the types of materials (i.e. asbestos impacted ash and debris, metals, concrete foundations, soils, trees, etc.) removed and disposed of at directed repositories (i.e. lined landfills, metals recycling facilities, concrete recycling facilities, etc.) from each assigned property and parcel;
7. Provide documentation of debris removal quantities parcel-by-parcel and by street, route, and date. This documentation shall be in an Excel format or other formats utilizing a FEMA approved Automated Debris Management System (ADMS) including providing their own tablets or other similar electronic type devices;
8. Complete and submit to PC and/or any additional governmental agency all documentation that is required for CalRecycle to receive the maximum reimbursement for all covered debris removal and related costs;
9. Watch and advise the debris cleanup crew's activities if any health and safety or environmental control controls and/or activities (i.e. controlling dust, water run-off of burn ash, etc.) should be addressed during the cleanup operation;
10. Fill out and submit daily activity logs per property documenting Contractor labor staff and hours, equipment used, trucks that hauled materials from the property, disposal and/or recycling sites materials taken to, and other activities occurring under their watch throughout the day;

11. Inspect traffic control devices and procedures for compliance with the site specific DROP;
12. Provide daily oral status reports to the Division Supervisor and the OC, or designee, at the end of each day;
13. Obtain site clearance/approval from OC once site is cleaned up and ready for confirmation sampling. The OC shall sign-off if ready and provide information to PC and the Division Supervisors for confirmation sampling;
14. Coordinate and work cooperatively with the Debris Removal Contractor, the Site Inspection Team, the Operations Team's and Debris Removal Contractor's Health and Safety Officers, air sampling consultants (if required), and other Operations Team Members;
15. Coordinate and communicate with the Division Supervisor, OC and PC on a regular basis or as needed, including reporting any unresolved issues, concerns, or complications that may be occurring with the Debris Removal Contractor;
16. Be present during any Debris removal activities, and related on-site management, which shall take place from Monday through Saturday, 11 hours per day if safe conditions allow unless otherwise stated by the OC;
17. Perform other requests as directed by the OC and/or the PC; and
18. Task Force Leaders assigned to truck staging area(s) and/or Materials Receiving Facilities (MARF) will be assigned to logging in the trucks entering and leaving each staging area or MARF, trucks coming from or heading back to the debris operations program lots in question, verifying materials that are in the truck payloads, and verifying the quantity of materials delivered by each truck in a truck tracking system developed with the Division Supervisor and OC/PC.

J. ENVIRONMENTAL UNIT SUPERVISOR

The Environmental Unit Supervisor (as defined by the OC) is responsible to supervise and support all Environmental Unit Leaders (performing initial site assessments, Asbestos Abatement documentation, and Confirmation Sampling and documentation for each property) within their logistical/technical area of supervision, as assigned by the PM, the OC and/or PC. The duties for this operation include:

1. Fully understand and follow the requirements included in the DROP, provided by the PC;
2. Provide and/or verify that the Environmental Unit Leaders are properly trained to conduct the work assigned;
3. Provide direct supervision of and direction to the Environmental Unit Leaders and the work they are conducting;
4. Inform the OC of issues or suggestions on how to conduct the operation more efficiently and effectively;
5. Provide the necessary health and safety equipment and materials required for the Task Force Leaders for the work they are conducting;
6. Provide the forms, tools, and communication equipment to keep in contact with the PC at all times; and
7. Report directly to the OC and be the line of contact between the OC and the Environmental Unit Leaders in fulfilling the responsibilities of the Division as assigned by the OC.

K. ENVIRONMENTAL UNIT LEADER

The Environmental Unit Leaders are environmental engineering/science trained and degreed professionals experienced in conducting site assessments and environmental

sampling. The Environmental Unit Leaders shall be overseen and directed by one of the Environmental Remediation Professionally Trained Division Task Force Supervisors. The responsibilities of the Environmental Unit Leaders include, but are not limited to the following:

1. Conduct initial visual survey of roadways and infrastructure along those roads that could potentially be impacted by the debris cleanup operations. Evaluate pre-operational conditions with video recording and notes collected during the evaluation. These shall be compared to post-operational evaluation for potential local agency reimbursement by state or federal funding agency.
2. Prepare Cleanup Goals Report to be utilized by the debris removal operations team to determine when the site has been adequately cleaned up post incident, to include but not be limited to:
 - a. Determine locations for obtaining, analyzing, and evaluating background soil samples to establish cleanup goals for the project,
 - b. Develop cleanup goals report, with supporting documentation to submit to appropriate local and state agencies for review and acceptance, and
 - c. Determine number of confirmation samples that shall be required to deem each property as meeting the established cleanup goals report, depending on the size of the property.
3. Conduct Individual Site Assessments, for each property that has entered into the cleanup program, and prepare individual site maps including (utilizing GPS equipment or approved equal):
 - a. Identify and mark apparent property lot lines both in the field and on the site map. Boundary survey to verify property lines will not be performed under this Agreement.
 - b. Identify septic tank and leach field locations on each property.
 - c. Identify water wells on properties not serviced by the local water agency.
 - d. Measure and record foundation and other hardscape footprints.
 - e. Measure and record ash footprints.
 - f. Identify other property-specific hazards (i.e. swimming pools, large vehicles, hazard trees).
 - g. Conduct radiation sweeps.
 - h. Identify, sample, analyze, and remove asbestos containing materials.
 - i. Identify and record vehicles for removal (i.e. cars, boats, motorcycles, trailers, etc.).
4. Confirmation Sampling, once site has been deemed to be ready by OC:
 - a. Collect samples and analyze soil, per the requirements of the site reconnaissance and cleanup goals.
 - b. Compare soil results to cleanup goals.
 - c. If results exceed cleanup goals, direct that an additional layer of soil would next be removed and disposed of prior to a subsequent site soil re-sampling.
 - d. If results are less than cleanup goals, site shall be prepared for final erosion control and certification.
5. Prepare Final Site Cleanup Reports, one for each property, that summarizes the pre-cleanups conditions, including; the initial site assessments, analytical data emanating from samples collected for the site, a copy of site's ROE, a summary of the materials removed from the property, the type of erosion control best management practices conducted on the property (post debris removal operation) and an indication of any unique or unexpected circumstances that occurred during the cleanup operations. Each report shall include pictures from both pre and post debris removal operations.

**L. CERTIFIED ASBESTOS CONSULTANT OR CERTIFIED SITE SURVEILLANCE
TECHNICIAN (CAC/CSST)**

Based on the general age of the homes that were impacted by the fire incident, if there is good reason to believe that these homes were or could have been constructed during a time when asbestos containing building materials were available for use, conduct a per site Asbestos Survey, after and in reference to the Department of Toxic Substances Control (DTSC) Report summarizing their initial findings based on their preliminary hazardous waste assessment for asbestos containing material (ACM) for these properties.

1. If necessary, asbestos qualified site inspectors shall conduct visual assessment of each property in the program base on a modified Asbestos Hazard Emergency Response Act (AHERA) sampling approach on each lot for suspect ACM. Sampling of potential ACM will be conducted by a Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSSTs) working under the direction of a CAC. The CAC or CSST will collect bulk samples for asbestos in representative lots and have them analyzed as appropriate. Full NESHAP asbestos surveys may be performed on partially burned structures as directed by the Operations Chief.
2. At a minimum, the CAC shall contact and direct the registered Asbestos Removal Contractor debris removal team to properly collect, package, remove and dispose of the verified asbestos containing materials following best management practices for ACM removal. The CAC shall document the materials found, removed and disposed of to be included as part of the Final Site Clean Report described in number 5 above.
3. If it is determined by the PC and/or OC and/or it is a stated requirement in the Operations Plan that air monitoring is required, due to the presence of asbestos (or heavy metals, or other potentially hazardous air born constituent) in the ash materials to be removed for the program properties, the Environmental Unit Leaders staff shall also be required to prepare an Air Monitoring Plan, to be approved by both an appropriately certified professional and the OC, or his designee.
4. If an Air Monitoring Plan is prepared, the Environmental Unit Leaders shall implement such plan, at the direction of the certified professional that approved the plan. The Environmental Unit Leaders shall also organize the sampling data results and prepare an overall Report, and separate reports, as required by the Air Monitoring Plan, and have it reviewed and approved by the appropriate certified professional.

M. ENVIRONMENTAL UNIT LEADER/AIR QUALITY

The Air Quality Environmental Unit Leader for criteria air contaminants shall oversee the collection of air pollutants that may cause health hazards from the debris recovery operations. Criteria air contaminants are typically emitted from many sources and the Environmental Unit Leaders /Air Quality is responsible for providing and implementing an air monitoring and sampling plan.

N. ENVIRONMENTAL BRANCH DIRECTOR/SENIOR ENVIRONMENTALIST

The Environmentalist Branch Director / Senior Environmentalist shall develop and implement the air monitoring and sampling plan, background sampling cleanup goals, and soil sampling plan. The Environmentalist Branch Director / Senior Environmentalist shall be responsible for all level 4 data validation of soil and air analytical data.

O. DATA ASSESSMENT MANAGER

The Data Assessment Manager shall electronically manage and track all the site documentation including, but not limited to the following; the ROE's, all site documentation, daily activity documentation, trucking documentation, and site data reconciliation with the Debris Removal Contractor. The Data Assessment Manager shall also compile a database of cost tracking tickets and their daily reconciliation with the Debris Removal Contractor's Project Manager and in support of the Contractor's Finance Chief.

P. PLANNING CHIEF

The Planning Chief (PC) shall oversee the collection, evaluation, and dissemination of operational information related to the incident. It is the PC's responsibility to prepare and assist the OC in implementing the Incident Operations Plan, as well as track the status of all incident resources and all the preparations for, data management from, and the final dispositions of each property that has entered into the debris removal program.

Q. DEPUTY PLANNING CHIEF

The responsibilities of the planning assistant include supporting the PC in collecting information, managing data, coordinating with property owners and local agencies in assisting in the preparation and carrying out of the overall debris cleanup preparation, operation, and de-mobilization. A deputy plans chief supports the planning section chief and assumes their role during absents.

R. GIS PROFESSIONAL

The GIS professional shall be responsible for taking all local fire incident information, local agency information, mapping and infrastructure information and build it into a cohesive database that can be used to assess, coordinate and summarize all that debris removal activities that have taken place. The database shall be developed by the GIS professional to provide the PC, OC and FC an easy way to access information that will assist them in performing their duties. This database would include all daily activity logs, truck tickets, site assessments, and closure reports for each participating property.

S. LOGISTICS CHIEF

The Logistics Chief (LC) shall be responsible for supporting the overall debris cleanup operation by finding and supplying the facilities, utilities, supporting materials, health and safety personal protective equipment and other expendables in support of the Operations staff. The LC shall also provide communications devices, computers, tablets, transportation, and anything else needed to support the debris cleanup efforts.

T. FINANCE/ADMINISTRATION CHIEF

The Finance/Administration Chief (FC) is to be located in the DROC or other approved location near the DROC and be responsible for providing and coordinating with the Debris Removal Contractor's Finance Professional and all of the financial and cost analysis and cost efficiencies aspects of the debris cleanup operations, in support of the Contractor Invoices. These include Debris Removal Agreement negotiation (if appropriate), recording or auditing personnel and equipment time, documenting and processing claims for accidents and injuries occurring at the incident, and keeping a running tally of the costs associated with the incident. Additionally, the FC shall monitor projected expenditures that have not been billed, and alert the CalRecycle Contract Manager to potential contract augmentation needs. The FC is also responsible for reviewing/auditing the Debris Removal Contractor(s) monthly invoices to make sure that

they are accurate, defendable, and reimbursable by the state and federal (if applicable) agencies supplying disaster relief funding. Invoice review and recommended approval shall be within 20 days of receipt.

1. The FC shall validate and ensure the preparation of invoices adhere to the following provisions:
 - a. Invoices and charges comply with provisions of purchase orders, sub-purchase orders, contracts, leases, service agreements, grants, etc. This includes ensuring completed work orders, adherence to contract terms and invoicing, and that there is proper authorization and internal control of purchases and assets in accordance with the State Contracting Manual and State Administrative Manual.
 - b. Invoices are itemized and presented in accordance with contract provisions, and that charges are broken out as appropriate, such as by task, project, Subcontractor amounts and services. Invoices must contain adequate supporting documentation as defined by the CalRecycle Chief Accounting Officer.
 - c. Items or services invoiced have been received or provided, as evidenced by stock received reports, receipts or similar documents or verification by authorized individuals, and is fully documented for audit or other external review. All travel must be documented and in accordance with CalHR reimbursement rates for excluded employees.
 - d. Authority exists to obtain the goods or services.
 - e. Invoices are not a duplicate, and payment has not previously been made.
 - f. In the event that an invoice can not be approved for any of the above reasons, work with the Contract Manager in collaboration with the Chief Accounting Officer complete the STD. 209 Invoice Dispute Form within 20 days of invoice receipt.

U. FIELD ACCOUNTING AND ADMINISTRATIVE STAFF RESPONSIBILITIES

Accounting and Administrative staff shall be selected by the Contractor's Program/Project Manager and report directly to CalRecycle's PC and/or FC supporting the debris cleanup activities. The services to be provided include:

1. Work directly with the Contractor's and CalRecycle's FCs and/or CalRecycle's accounting staff and with the Debris Removal Contractor's accounting staff to track materials removed, hauled, and deposited at its final destination by managing daily work sheets prepared by the Debris Monitors, collecting and collating, truck tickets and destination (landfill, recycle facility, etc.) tickets from each cleanup property on a daily basis;
2. Work with the Contractor's and CalRecycle's FCs in accumulating and tabulating daily tonnages removed from each site and in total for the Debris Removal Program;
3. Receive, review, and compare contractor invoices with the daily logs and materials disposal tickets for costs expended;
4. Evaluate invoices that labor and expenses have been charged per the Agreement approved unit rates;
5. Report to the Contractor's and CalRecycle's FCs any discrepancies between the daily logs, per lot and the invoices; and
6. Other administrative requests made by either the PC or the FC.

V. OFFICE ACCOUNTING AND ADMINISTRATIVE STAFF RESPONSIBILITIES

Accounting and Administrative staff shall be selected by the Contractor's Program/Project Manager and report directly to FC/AC supporting the debris cleanup activities, from the Contractor's office. The services to be provided include:

1. Work directly with the FC in reviewing the Debris Removal Contractor's Invoices looking for discrepancies with the daily activities logged by the Contractor's field accounting staff.
2. Provide FC with other financial review and/or evaluation of contractor invoices.
3. Report any discrepancies and make recommendations for approval of invoices.
4. Other administrative requests made by the FC.

W. TRUCK INSPECTIONS

Provide Truck Inspections that includes a third party Department of Transportation (DOT) truck inspection of all disposal trucks, low beds, water tenders, tow trucks, street sweepers and other commercially licensed vehicles used on the project. Water trucks used specifically on site lots are not subject to inspection provided they are not carrying water loads on a public road. These water trucks are considered construction vehicles. The item is one inspection team per day and is estimated at 120 (one hundred twenty) days for the entire project. The unit costs include a team of inspectors, appropriate vehicle, equipment, and supplies to conduct Level 1 DOT inspections. CalRecycle will likely require more than one team of inspectors. The contractor will submit written records of every inspection, even if the vehicle fails, within three business days. Each written record will include the inspector's name, date, truck inspected, summary of Level 1 items reviewed, failed sections, and repairs. Each commercial truck will display a disaster operation sticker provide by the Contractor. After each 30 day period, 10% of the commercial trucks will be re-inspected per Level 1 requirements. The Level 1 truck inspector shall be preapproved by the CalRecycle Operations Chief.

X. MISCELLANEOUS POSITIONS/SERVICES

1. There may be Tribal Monitoring required on this project under a subcontract to this Agreement. Tribal monitoring is typically provided by the regional tribe using tribal appointed monitors. Rates established by the tribe(s) will be the basis for the rates paid to the tribal monitors, and is outside of the control of the Contractor. The Contractor is limited to a ten (10) percent markup on this subcontract.
2. The Contractor is required to send air monitoring and soil samples to outside laboratories for analysis. CalRecycle will reimburse the Contractor for laboratory services. The Contractor is to provide a Laboratory Markup cost on the Bid Schedule for each lab sample that includes shipping and any other costs to process samples other than actual costs from the laboratory. Costs for laboratory analysis will be paid as actual costs from the laboratory plus the Contractor's per sample Laboratory Markup. Staff time to collect the field samples shall be paid from appropriate staff rates in the Cost Proposal Sheet.
3. The Contractor is required to provide ten (10) water trucks to suppress dust from fire debris properties until the fire debris removal contractor can mobilize water trucks to the project site. Water trucks will be paid on an hourly rate in the Bid Schedule that includes providing up to a 5000 gallon water truck and driver for use throughout the project area as needed for an estimated two week period. The daily rate is per truck per day for a 10-hour working day and includes water, fuel, hoses and fittings, and all items necessary to apply dust control water using truck mounted spray and manually

- applied dust control water as needed, and includes water truck mobilization and demobilization, the costs of permits, and use of agency meters.
4. Air monitoring equipment shall be provided and used for community air monitoring per the requirements of the DROP. Air monitoring equipment will be paid at a daily rate in the Bid Schedule that includes all items required for the complete operation and lab analysis for the operation of the air monitor. The daily rate is to include the rental of the equipment, generator, and fuel. The laboratory analysis cost of the samples will be reimbursed at cost plus the laboratory markup. All air samples will be on 72-hour turnaround time.
 5. The Contractor shall be responsible for installing and monitoring global positioning system (GPS) tracking on all haul trucks, street sweepers, and community water tenders. The consultant shall provide access to the tracking software to the IMT and Contractor.
 6. The Contractor is required to provide property signage per the sign specification in DROP. CalRecycle will reimburse the Contractor for signage. The cost to provide signage shall be paid on a per sign basis and include all sign material, delivery, and installation. An estimated 18,000 signs will be provided for this project.
 7. There may be a need for the Contractor to provide additional professional services in support of the Debris Cleanup Program, if requested by CalRecycle. Any additional services must be approved by the Contract Manager in writing and in accordance with the "Work Authorization" clause of Exhibit D. All rates must be approved in the Work Authorization document, and shall be reasonable, typical of the industry, and allocable. If such additional services require subcontracting, the Contractor is limited to a ten (10) percent markup on subcontract costs.

Weather Delays

In the event that a crew does not work as scheduled due to weather or other delays outside the control of the Contractor, the Contractor shall be compensated for the idle employees based on the hourly rates established on the Cost Proposal Sheet based on the chart below.

For the purposes of this chart, more than or equal to 30 minutes of work shall be considered a full hour of work. Less than 30 minutes of work will not be considered.

Hours Actually Worked	Hours to be Paid
0	3
1 - 2	4
3 - 4	5
5	5.5
6 +	Actual Hours Worked

Location of Services

Services will be provided in Butte County.

Control of Work

1. The CalRecycle Contract Manager has the authority to determine the quality and acceptability of the following:
 - Work to be performed;
 - Rate and progress of the work;

- Fulfillment of the services provided by the Contractor; and
 - Compensation for services provided by the Contractor.
2. The Contractor will designate a Project Manager who holds the following authority:
- Act as the Contractor's Representative for work to be provided under this Agreement
 - Act as the Contractor's Representative regarding contractual matters relating to this Agreement

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CalRecycle's Contract Manager approval is required prior to the replacement being made.

Section VII Definition and Terms

General

Unless the context otherwise requires, wherever in this RFP or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as "draftsman" and "journeyman" and the pronoun "he", are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

Abbreviations

ADA	Americans with Disabilities Act
CAL EPA	California Environmental Protection Agency
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
GC	Government Code
PCC	Public Contract Code
RFP	Request for Proposals
SB	Small Business
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

Agreement

The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the RFP, Proposal, general and specific terms and conditions, Work Orders, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

Cal EPA

The California Environmental Protection Agency

CalRecycle Staff

Staff of the Department of Resources Recycling and Recovery involved in the implementation of this contract.

Contract

A legally binding agreement between the state & another entity, public or private, for the provision of goods or services

Contract Manager

A person designated by the responsible state agency or department to manage performance under a contract.

Contractor

A party contracting with the awarding agency. Vendor is often used synonymously with contractor.

Cost Proposal Opening

A public meeting, where the costs bid by a proposer on an advertised project, are opened and a determination is made as to the apparent low bidder.

Director

The Executive Director of the Department of Resources Recycling and Recovery, or his/her designees. Any references to Executive Officer shall mean the Executive Director and/or designated officer.

Disabled Veteran Business Enterprise (DVBE Certified)

A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the State of California, Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

Legal Holiday

Those days designated as State holidays in the Government Code.

Project Manager

In addition to the responsibilities described in the Description of Work, the Project Manager is the Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.

Scope of Work

The description of work required of a contractor by the awarding agency.

Small Business (Certified)

A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.

State

The State of California.

State Contract Law

The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

Subcontractor

A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

Attachments

**Cost Proposal Sheet
Debris Management for the Camp Fire
DRR18087**

Complete this form and submit the original in accordance with the requirements of this RFP.

Contractor/Company Name: _____

Proposer shall submit hourly rates in the schedule below in a separate, sealed envelope. The hourly rate shall be inclusive of all labor, H&S equipment, cameras, computers, cell phones, navigation devices, vehicle, air fare, per diem, travel, overhead***, and profit for each hour of work, including overtime, indicating the proposed rates of reimbursement for the project. Contractors are required to house their field personnel in Base Camps and free up local hotel resources to impacted residents. DO NOT include hotel in your loaded rates.

Base Camps: The Contractor is required to set up and maintain their own housing Base Camp area for their personnel and subcontractors. Thousands of residents have been displaced and hotels in the surrounding areas are at maximum capacity and CalRecycle is requiring all Contractors working on the cleanup efforts to set up their own housing Base Camp. The Base Camp should include sleeping quarters, sanitation facilities, etc. Work shall be performed at the DROC and any other sub logistical site identified during the project. Under this contract, the Contractor shall propose Base Camp housing arrangements as soon as possible after the Notice to Proceed, and will work with CalRecycle to determine fair and reasonable compensation for the Base Camp.

Note: One Division Supervisor is required for every five Task Force Leaders. Actual numbers of personnel will be determined in the Debris Removal Operations Plan or as directed by the Operations Chief, and changed as circumstances require. It is anticipated that the number of Operations Chiefs, Planning Chiefs, Logistics Chiefs, Division Supervisors, Task Force Leaders, H&S Officers, and other support positions required will be based on the requirement to adequately plan, supervise and direct the work appropriately, as required.

Position Function*	Rate (\$)/Hour	Hours/Day** (Include all staff in this category)	Cost/Day
Debris Monitoring Project Management:			
Project Manager	\$ _____ /hr	____2____ # staff x 8 hrs/day	\$
Health and Safety Officer	\$ _____ /hr	____3____ # staff x 8 hrs/day	\$
Incident Commander	\$ _____ /hr	____3____ # staff x 8 hrs/day	\$
Operations Chief	\$ _____ /hr	____3____ # staff x 8 hrs/day	\$
Deputy Operations Chief	\$ _____ /hr	____3____ # staff x 8 hrs/day	\$
Subject Matter Expert	\$ _____ /hr	____10____ # staff x 8 hrs/day	
Branch Directors	\$ _____ /hr	____9____ # staff x 8 hrs/day	\$
Division Supervisors/Directors	\$ _____ /hr	____36____ # staff x 11 hrs/day	\$
Task Force Leader -Cleanup Site	\$ _____ /hr	____150____ # staff x 11 hrs/day	\$

Position Function*	Rate (\$)/Hour	Hours/Day** (Include all staff in this category)	Cost/Day
Task Force Leader –Materials Receiving Facilities	\$ _____ /hr	9 # staff x 11 hrs/day	\$
CAC/CSST	\$ _____ /hr	3 # staff x 8 hr/day	\$
Environmental Unit Supervisor	\$ _____ /hr	3 # staff x 8 hr/day	\$
Environmental Unit Leader	\$ _____ /hr	24 # staff x 11 hrs/day	\$
Environmental Unit Leader/Air Quality	\$ _____ /hr	24 # staff x 11 hrs/day	\$
Environmental Branch Director/Senior Environmentalist	\$ _____ /hr	3 # staff x 11 hrs/day	\$
Data/Assessment Manager	\$ _____ /hr	6 # staff x 11 hrs/day	\$
Planning Section Chief	\$ _____ /hr	2 # staff x 8 hrs/day	\$
Deputy Planning Section Chief	\$ _____ /hr	12 # staff x 8 hrs/day	\$
GIS Professional	\$ _____ /hr	3 # staff x 8 hrs/day	\$
Logistics Chief	\$ _____ /hr	3 # staff x 8 hrs/day	\$
Financial/Administrative Chief (Support Professional)	\$ _____ /hr	3 # staff x 8 hrs/day	\$
Field Accounting and Administrative Staff	\$ _____ /hr	6 # staff x 8 hrs/day	\$
Office Accounting and Administrative Staff	\$ _____ /hr	6 # staff x 8 hrs/day	\$
Laboratory Markup on analysis	\$ _____ /sample	70 # samples	\$
Water Truck Cost	\$ _____ /hr	4 # truck x 10 hrs/day	\$
Air Monitoring Equipment	\$ _____ /day	15 # equipment per day	\$
GPS Tracking of Commercial Fleet	\$ _____ /unit per day	1,000 # GPS units	\$
Truck Inspection (DOT Level1)	\$ _____ /crew per day	1 crew day	\$
Property Signage	\$ _____ /sign	740 # signs	\$
TOTAL DAILY COST			Total Daily Cost \$

*Any other technical or support staff deemed necessary by the CalRecycle Contract Manager but not listed above shall be paid at a negotiated rate that is reasonable, typical of the industry, and allocable and with the written approval of the CalRecycle Contract Manager per the Work Authorization clause of Exhibit D.

**The number of staff placed in the table is for cost comparison purposes only and is not intended to define the staff required to be used as part of this project.

***Overhead includes administrative support, fringe benefits, and home office costs and does not include field costs to support the debris removal operations as directed by the IMT.

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this proposal constitutes an irrevocable offer for a ninety (90) day period for CalRecycle to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Proposer has read all of the requirements set forth in CalRecycle documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by CalRecycle in verification of the recitals comprising this Proposal and also hereby authorizes CalRecycle to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, by the submitting firm and/or any subcontractors listed in the Proposal.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized

Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized

Representative:

Date Signed:

**Proposal Scoring Sheet
Debris Management for the Camp Fire
DRR18087**

Contractor/Company Name: _____

To advance to the cost opening, the Proposer MUST achieve the minimum score in each scoring category and an overall total score of 13.

1.Methodology

Max 3 points, Min 2 points to qualify

Soundness of proposed methodologies described in the **Debris Cleanup Oversight Staffing Plan** (the Staffing Work Plan described on page 8). (3)

Score:_____

2.Qualifications/Resources

Max 9 points, Min 6 points to qualify

- a) Assigned staff's knowledge, educational background, and 40-hour HAZWOPER training of the key staff that are proposed to be included in this particular project. (3)
- b) Assigned staff's experience, especially senior and mid-level staff, and background in similar projects. (3)
- c) Abilities of assigned staff to conduct the necessary research with proficiency and accuracy and without omission and/or proposed training to be conducted to enhance staff capabilities. (3)

Score: a) _____ b) _____ c) _____ total:_____

3.Past Work References (may be consulted) Max 6 points, Min 4 points to qualify

- a) Similarity between previous projects and the project contained in this RFP. (3)
- b) The success (including level of completion) of past projects and any related work record. (3)

Score: a) _____ b) _____ total:_____

Overall Total Score (Sum of 1, 2, and 3)

Overall Total:_____

To advance to the Cost Proposal opening, the Proposer MUST meet the minimum score for categories 1, 2, and 3 above and achieve an overall total score of at least 13 points.

RFP Evaluation System and Rating Factors

1. Narrative proposal evaluation/scoring

- a) Proposals that appear to meet the basic format requirements, initial qualification requirements and contain the required documentation, as evidenced by passing the Stage 1 review, will be submitted to an evaluation committee. The evaluators will, individually and/or as a team, review, evaluate and numerically score proposals based on the proposal's adequacy, thoroughness, and the degree to which it complies with the RFP requirements.
- b) CalRecycle will use the following scoring system to assign points. Following this chart is a list of the considerations that raters may take into account when assigning individual points to a technical proposal.

Points	Interpretation	General basis for point assignment
0	Inadequate	Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet CalRecycle's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
1	Barely Adequate	Proposal response (i.e., content and/or explanation offered) is barely adequate or barely meets CalRecycle's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
2	Fully Adequate	Proposal response (i.e., content and/or explanation offered) is fully adequate or fully meets CalRecycle's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable.
3	Excellent or Outstanding	Proposal response (i.e., content and/or explanation offered) is above average or exceeds CalRecycle's needs/requirements or expectations. Minimal weaknesses are acceptable. Proposer offers one or more enhancing feature, method, or approach that will enable performance to exceed our basic expectations.

2. In assigning points for individual rating factors, evaluators may consider issues including, but not limited to, the extent to which a proposal response:

- a) Is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or
- b) Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies, and/or
- c) Demonstrates that the Proposer understands CalRecycle's need's, the services sought, and/or the contractor's responsibilities, and/or
- d) Illustrates the Proposer's capability to perform all services and meet all scope of work requirements, and/or
- e) If implemented, will contribute to the achievement of CalRecycle's goals and objectives, and/or
- f) Demonstrates the Proposer's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).

Bidder Declaration

State of California—Department of General Services,
Procurement Division GSPD-05-105 (EST 8/09)

Solicitation Number **DRR18087**

BIDDER DECLARATION

Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): _____ or None _____
- b. Will subcontractors be used for this contract? Yes _____ No _____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
-
- c. If you are a California certified DVBE:
- (1) Are you a broker or agent? Yes _____ No _____
- (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes _____ No _____ N/A _____
-

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct

Page _____ of _____

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page _____ of _____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page of _____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None." [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is not listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page _____ of _____" accordingly.

Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification

As Contractor of record for the Department of Resources Recycling and Recovery, Contract number _____, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, that pursuant to the terms and conditions of the contract, all payments have been made to the SB or DVBE firm(s) listed below for commodities or services rendered as the SB or DVBE subcontractor(s) of record. I understand certification must be made to the Department of Resources Recycling and Recovery within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

Please copy this form to include as many SB or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of Resources Recycling and Recovery, Contracts Unit- MS 19-A, Attn: SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025

SB/MB/DVBE SUBCONTRACTOR INFORMATION

Contract Firm Name			
Name of Firm Representative			
Title			
	Phone:	Fax:	
Firm Address	Street:		
	City:	State:	Zip:
Contract Number			
Total Amount Received Under this Contract	\$	Date Final Payment Received:	/ /

SB/DVBE SUBCONTRACTOR INFORMATION

SB/DVBE Subcontractor	Street Address	City	State	Zip	Amount Paid	Participation Achieved
						%
						%
						%
						%

Printed Name		Signature:	
Title:		Report Date:	

Darfur Contracting Act

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.
- OR**
2. _____ Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.
- OR**
3. _____ Initials + certification below We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

California Civil Rights Laws Certification

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

Contractor Status Form

Contractor's Name: _____ County: _____
 Address: _____ Phone Number: _____
 Federal Employer Identification Number: _____ Fax Number: _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

Individual Limited Partnership General Partnership Corporation Other

If Individual or sole proprietorship,
state the true name of sole proprietor: _____

If a Limited or General Partnership, list each partner and state their true name and interest in the partnership:

If a Corporation, state place and date of incorporation: _____

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officer: _____ Other Officer: _____

Provide explanation if claiming Other:

SMALL BUSINESS PREFERENCE

Are you claiming preference for small/micro business? YES – Attach approval letter from Office of Small Business Certification and Resources
 NO

Are you claiming preference for DVBE? YES – Attach approval letter from Office of Small Business Certification and Resources
 NO

NOTE: THIS FORM MUST BE COMPLETED OR YOUR BID MAY BE REJECTED

Client References

List at least three (3) client references that can attest to the Bidder's qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Client references must also be provided for any subcontractors identified in the Bidder's response. Duplicate and attach additional pages as necessary.

BIDDER / SUBCONTRACTOR'S NAME:**REFERENCE 1**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

If three references cannot be provided, explain why:

DRAFT Standard Agreement (STD 213)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
 STD 213 (Rev. 10/2018)

AGREEMENT NUMBER
DRR18087

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Resources Recycling and Recovery (CalRecycle)

CONTRACTOR NAME

TBD (Contractor)

2. The term of this Agreement is:

START DATE

TBD

THROUGH END DATE

TBD

3. The maximum amount of this Agreement is:

\$250,000,000.00 (Two hundred fifty million dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	
	Attachment 1 – Recycled Content Certification	
Exhibit E**	Request for Proposal, DRR18087	
Exhibit F**	Proposal from <Business> in response to Request for Proposal, DRR18087	
Exhibit G	FEMA Public Assistance Program Contract Clauses	
	Items shown with double Asterisks (**) are hereby incorporated by reference and made part of this agreement as if attached hereto.	

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 10/2018)

AGREEMENT NUMBER DRR18087	PURCHASING AUTHORITY NUMBER (if applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Resources Recycling and Recovery

CONTRACTING AGENCY ADDRESS

1001 I Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tiffany Donohue

TITLE

Administrative Services Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

Governor's Emerg. Proc. (dated 11-08-18)

EXHIBIT A**SCOPE OF WORK**

1. TBD (Contractor) agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with emergency debris management services as described herein:
2. The Project Coordinators during the term of this Agreement will be:

CalRecycle Contract Manager<<Contractor>>

Name: TBD
 Phone: (916)
 Fax: (916)
 Email: @calrecycle.ca.gov

Name: <<Contractor Project Manager>>
 Phone: (XXX) XXX-XXXX
 Fax: (916) XXX-XXXX
 Email: <<Contact Name>>@<<Contractor>>

Direct all agreement inquiries to:

CalRecycle Contract Analyst<<Contractor>>

Contracts Unit
 Attention: TBD
 Address: 1001 I St., MS 19-A
 Sacramento, CA 95814
 Phone: (916) 341-
 Fax: (916) 319-
 Email: @calrecycle.ca.gov

Attention: <<Contractor Contact Name>>
 Address: <<Contractor Street Address
 <<Contractor City, ST, zip>>
 Phone: (XXX) XXX-XXXX
 Fax: (XXX) XXX-XXXX
 Email: <<Contact Name>>@<<Contractor>>

3. Background

The Camp Fire has impacted Butte County. To date, it is estimated that over 18,000 structures were destroyed or damaged on properties throughout Butte County. A disaster debris removal operation is planned that may include approximately 18,000 affected homes and outbuildings. This contract will provide administrative and technical support services for this project. The anticipated duration of this project is between 30 and 40 weeks for debris removal with the number of remediation contractor debris removal crews anticipated between 50 and 150 crews.

The Contractor shall provide professional debris management services related to the fire debris removal in the affected counties as well as assist CalRecycle in the coordination, documentation and related efforts necessary to coordinate with state and federal agencies.

4. Work to be Performed

The Contractor shall perform all debris management services and reporting as required to manage the debris cleanup services in support of the Incident Commander (IC) including providing Planning, Logistics, Operations, Finance/Administrative, and Subject Matter Expert services, as directed by the CalRecycle Contract Manager. All staff shall maintain Activity Log (ICS214) forms, available at <https://www.fema.gov/media-library/assets/documents/33551>, documenting all daily activities. Through Work Orders, CalRecycle will direct the Contractor on when and where these services are necessary. In the performance of this work, the Contractor shall provide the following:

- A. Provide two to three Incident Commanders (IC), per Incident Commander System (ICS) model as directed by the State's Incident Management Team (IMT), who shall work cooperatively in support of the IMT. CalRecycle may use the Contractor's IC as support to CalRecycle's IMT, but requires the Contractor's IC to be fully qualified to assist and even take over the role on an as-needed basis.

- B. Provide two to three Planning Section Chief (PC) and two to three Deputy Planning Section Chief, per the ICS model as directed by the IMT, who shall work cooperatively in support of the IC and the incident requirements as defined by the IMT, California Office of Emergency Services (OES), and the CalRecycle Contract Manager. CalRecycle may use the Contractor's PC as support to CalRecycle's own PC, but requires the Contractor's PC to be fully qualified to assist and even take over the role on an as-needed basis. The Planning Team shall perform (but not be limited to) the following services:
1. Work with the IMT and the Operations and Logistics Chiefs to assist CalRecycle in maintaining the Debris Removal Operations Plan (DROP). A current DROP will be maintained on CalRecycle's website. The DROP will be made available during the contract term, is a living document, and will be revised as the project progresses. As the DROP is revised, the most recent version at the time will control work under this Agreement and work orders may reflect those revisions.
 2. Provide necessary support staff, including at least two to three Geographic Information Systems (GIS) experienced and proficient professionals who shall incorporate all necessary property data necessary to track the cleanup of each participating property.
 3. Provide two to three Environmental Branch Directors to support the IMT with asbestos consultation and air sampling. Air sampling will include community, perimeter, and personnel monitoring.
- C. Provide two to three Operations Section Chiefs (OC), and two to three Deputy Operations Section Chiefs, per the ICS model, as directed by the IC. These four to six OCs shall work cooperatively in support of the IMT and the incident requirements as defined by the IC, OES, and the CalRecycle Contract Manager. The OC shall head up an Operations Team that shall provide all necessary support staff including Branch Directors (up to 9), Subject Matter Experts (up to 15), Division Supervisors (up to 36) and Task Force Leaders (up to 150) to oversee the actual cleanup activities by the Debris Removal Contractor(s) (under separate Agreement to CalRecycle). CalRecycle will likely use the Contractor's OC as support to CalRecycle's own OC, but requires the Contractor's OC to be fully qualified to assist and even take over the role on an as-needed basis. The Operations Team shall perform (but not be limited to) the following services:
1. Debris Removal oversight and leadership, including but not be limited to documenting the removal of burn ash, recyclable metals, concrete, over-excavated soil, and the removal of hazard trees from burned residential and/or out-building footprints and surrounding areas, as well as related support services. Burn ash, recyclable, metals, concrete, and over excavated soil shall be handled separately, and shall be tracked separately (material quantities and costs) all the way to the Materials Receiving Facilities (i.e., landfills for disposal, concrete and metal recyclers, and other similar facilities) to meet the overall objectives of this project and to track costs. The Contractor shall develop the form and format of the daily reports to the satisfaction of CalRecycle, to be consistent with Federal Emergency Management Agency (FEMA) standards and style for electronic monitoring reports, with input from CalRecycle staff.
 2. Assist the Debris Removal Contractor(s) in arranging for efficient coordination of debris removal trucks and water trucks for dust control. Based upon CalRecycle's experience on recent and similar projects, typical quantities of materials generated from a residential burn debris site include: 135 tons of burn ash, 10 tons of recyclable steel, 50 tons of recyclable concrete (for buildings with standard foundations), and 40 tons of contaminated soil.
 3. Provide Site Investigation. Teams to conduct Initial Site Reconnaissance and site material evaluations of each property in the program. These teams shall also be responsible for any post-cleanup confirmation sampling/evaluations. These Teams, under the direction of the OC, shall also assess each site for friable asbestos, mercury, radiological debris, and other hazardous materials and arrange for a sub-contractor to properly remove and dispose of any asbestos materials found. The

Department of Toxic Substances Control (DTSC) shall be contacted for the removal of other Hazardous wastes that may be delineated by the Operations Site Investigation Teams.

4. Be responsible for the preparation of an ICS Team and Cleanup Operation Health and Safety Plan (HSP), signed by a certified health and safety professional. The HSP shall designate a project Health and Safety Officer, for the Contractor's employees and/or subcontractors. The Contractor shall submit a draft copy of the health and safety plan to CalRecycle's designated agent upon execution of this Agreement for review and comment. The Contractor shall designate, in writing, the individuals responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed for the duration of this Agreement. The Contractor shall be responsible for the health and safety of its workforce and shall comply with all State and Federal Occupational Safety and Health Administration (OSHA) requirements. CalRecycle may handle this task with in-house resources and will coordinate as to who performs this task.
- D. Provide up to six Logistics Chiefs (LC), per the ICS model, as directed by the IC. These LC's shall work cooperatively in support of the IMT and the incident requirements as defined by the IC, OES and the CalRecycle Contract Manager. CalRecycle will likely use the Contractor's LC as support to CalRecycle's own LC, but requires the Contractor's LC to be fully qualified to assist and even take over the role on an as-needed basis. The LC and the Logistics Team shall provide (but not be limited to) the following services:
 1. Provide coordination with the disposal site owners and/or operators.
 2. Provide and/or coordinate with the Debris Removal Contractor(s) the means of communication among field crews, Operations Team members, Planning Team members and the IC, as required.
 3. Provide coordination with the Debris Removal Contractor for a workspace and support services for the Debris Removal Operations Center (DROC).
 4. Coordinate with IC, OC, PC, Finance Chief, the Health and Safety Officer, and the Debris Removal Contractor to provide support services to the other Teams to be able to complete their defined tasks.
 5. The LC shall coordinate closely with the Debris Removal Contractor in providing these sustaining goods and services efficiently and effectively to both sets of staff.
- E. Provide at least three Finance/Administration Chiefs (FC), per the ICS model as directed by the IMT. The FC will work cooperatively in support of the IC and the incident requirements as defined by the IC, OES and the CalRecycle Contract Manager with concurrence of the Chief Accounting Officer. CalRecycle will likely use the Contractor's FC as support to CalRecycle's own FC/AC, but requires the Contractor's FC to be fully qualified to assist and even take over the role on an as-needed basis. The Finance/Administrative Team may be required to provide (but not be limited to) the following services:
 1. Prepare or support CalRecycle Staff in the implementation of the Debris Removal Contractor(s) Agreement.
 2. Support CalRecycle staff in the oversight and implementation of the Debris Removal Contractor(s) Agreement.
 3. Assist CalRecycle staff in setting up the Debris Removal Contractor(s) and their subcontractor's invoice requirements to provide ease of invoice review and cost tracking of debris removal operations conducted per site cleaned up as part of the Debris Removal Program, to best meet the needs of CalRecycle and OES for ease of state and/or Federal (if applicable) reimbursement.
 4. Set up a detailed data base collection and management system to enhance the contractor invoicing, invoice review process, and audit capabilities, at the CalRecycle Finance Chief's direction with concurrence of the Chief Accounting Officer of CalRecycle. Database shall include, at a minimum, invoiced and actual payment financial data by invoice number and parcel. If applicable, database

shall be broken out by FEMA eligible, ineligible, and community costs by invoice number and payment amount as directed by the CalRecycle Finance Chief with concurrence of the Chief Accounting Officer of CalRecycle.

5. Setup Changes to the tickets issued by TF Leaders to include Change Orders, as directed by the CalRecycle Finance Chief.
 6. Under the direction of the Chief Accounting Officer of CalRecycle, assist CalRecycle staff in the detailed review and processing of invoices for payment. This support may take place either in the DROC office in the field, or (at the end of the project) at CalRecycle's offices in Sacramento. At a minimum, the detailed review shall ensure that:
 - a. Invoices and charges comply with provisions of purchase orders, sub-purchase orders, contracts, leases, service agreements, grants, etc. This includes ensuring completed work orders, adherence to contract terms and invoicing, and that there is proper authorization and internal control of purchases and assets in accordance with the State Contracting Manual and State Administrative Manual.
 - b. Invoices are itemized and presented in accordance with contract provisions, and that charges are broken out as appropriate, such as by task, project, sub-contractor amounts and services. Invoices must contain adequate supporting documentation as defined by the CalRecycle Chief Accounting Officer.
 - c. Items or services invoiced have been received or provided, as evidenced by stock received reports, receipts or similar documents or verification by authorized individuals, and is fully documented for audit or other external review. All travel must be documented and in accordance with CalHR reimbursement rates for excluded employees.
 - d. Authority exists to obtain the goods or services.
 - e. Invoices are not a duplicate, and payment has not previously been made.
 7. Assist CalRecycle staff in the detailed review and processing of invoices for payment. This support may take place either in the DROC office in the field, or (at the end of the project) at CalRecycle's offices in Sacramento.
 8. Assist CalRecycle in assembling and assessing Agreement correspondence. This includes assistance in responding to the contractor's requests for information, notices of potential claims, and claims review, assessment, and recommendations.
- F. Provide necessary administrative support for the ICS Team in the field. This support may include staffing of the ICS Team, or providing support staff to these positions.
- G. Provide a minimum of two Truck Inspector crews to a support commercial vehicle inspection program.

5. Overall Tasks to be Performed

The Contractor shall provide ICS staff to lead and/or support the established ICS Team in implementing the technical elements of the DROP. The following is a summary description of the tasks the Contractor shall perform in implementing the DROP. Actual interpretation in implementing the DROP is at the discretion of the IMT.

A. Conduct Hazardous Waste Assessment:

1. After the DTSC has inspected the site and removed obvious hazardous materials, the Contractor shall be responsible for identifying hazardous materials including easily identifiable gross asbestos containing materials (ACM), radioactive materials, mercury, bullets and mortar rounds, and other explosive materials.
2. Assess areas for ACM, either by or under the direction of a Certified Asbestos Consultant.

B. Perform Individual Site Assessments in Preparation for Debris Removal:

1. Observe and verify the installation of address and project signs by the Debris Removal Contractor.
2. Observe and verify the identification of water and electrical sources by the Debris Removal Contractor.
3. Observe and verify the identification of equipment and material staging area by the Debris Removal Contractor.
4. Observe and verify the identification of underground utilities by alerting Underground Service Alert (USA) for public right of way by the Debris Removal Contractor.
5. Observe and verify the identification of underground utilities by using an independent private utility locator service for private right-of-ways, if necessary, by the Debris Removal Contractor.
6. Identify septic tank and leach field locations on each property, where feasible.
7. Identify water wells on properties not serviced by the local water agency, where feasible.
8. Identify and record vehicles for removal (i.e. cars, boats, motorcycles, trailers, etc.).
9. Measure and record foundation and other hardscape footprints.
10. Measure and record ash footprints.
11. Identify other property-specific hazards (i.e. swimming pools, large vehicles, hazard trees).
12. Identify and remove hazardous wastes that were missed during the initial assessment.
13. Identify potential site access issues that may require additional work by the Contractor prior to mobilizing equipment and trucking.

C. Conduct Air Monitoring and Surveillance During Debris Removal Operations:

1. Develop an offsite (community) air monitoring plan for constituents of concern detected during initial assessments to the satisfaction of CalRecycle's OC and Health and Safety Representative for the purpose of monitoring overall community sensitive receptors and/or receptors on neighboring properties (if any determined) during the debris cleanup operation.
2. Conduct offsite (community) air monitoring consistent with the offsite (community) air monitoring plan.
3. Conduct personnel air sampling of task force leaders and others in the HAZWOPER exclusion zone (i.e., area of contamination).

D. Health and Safety Considerations:

It is recommended that all on-site cleanup personnel entering the HAZWOPER exclusion zone (i.e., area of contamination):

1. Are 40-hour HAZWOPER certified and wearing Level C PPE. The Contractor shall be responsible for their own health and safety and is required to develop and implement their own Health and Safety Plan for the work. The results of the initial assessments shall be provided to the Contractor performing the work to prepare an appropriate plan.
2. Use engineering controls to manage dust prior to the debris removal contractor taking over this task, such as watering down prior to start of removal operations, during waste removal, and loading waste into transport vehicles by the Debris Removal Contractor, wrapping ash and debris in plastic and use tarps to double cover loads, and other health and safety measures deemed appropriate by H&S Professionals and the OC.

E. Observe and record Storm Water Best Management Practices During Debris Removal Operations:

1. Observe and verify the employment of appropriate storm water best management practices at each site such as use of waddles to prevent off-site migration of waste into municipal system or nearby waters.
2. Observe and verify the employment of appropriate storm water best management practices around the community to protect storm drain systems or nearby waters (i.e. sedimentation/ash control at storm drain inlets).

F. Segregate Vehicles for Disposal/Recycling

1. Observe and verify the removal and disposal of vehicles (i.e. cars, boats, motorcycles, trailers, etc.) for recycling or disposal.
2. Confirm that motor vehicles have been cleared of their title before disposal.
3. Verify that any liquids in the vehicles are removed prior to transport to the metals recycling or disposal site.

G. Segregate Ash and Debris for Disposal

1. Observe and verify the collection, consolidation, removal and transportation of ash and debris for disposal. This material typically requires special handling and disposal as “designated” or “special” waste at a lined landfill.

H. Segregate Metals for Disposal/Recycling

1. Observe and verify the collection, consolidation, removal, and transportation of metals for recycling or disposal.
2. Appliances such as refrigerators and freezers require special handling and removal of the refrigerant.

I. Segregate Concrete for Disposal/Recycling

1. Observe and verify the collection, consolidation, removal, and transportation of concrete for recycling unless a registered professional structural engineer determines that the concrete foundation is safe to re-build upon.
2. Check local building ordinances for construction standards to determine if special equipment is needed to remove the concrete due to thickness, depth, or reinforcement design.

J. Finish Surface

1. Observe and verify the removal and transportation of three to six inches of soil in the ash impacted areas of the site for reuse or disposal pending waste characterization. If soil is clean, a landfill may accept it as daily cover.
2. Observe and verify the finish grading/smoothing ground surface.

K. Hazard Tree Identification and Removal

1. As needed, the Contractor shall provide a certified or registered arborist to assess trees within the impacted area to determine whether they may be a threat to public health and safety (i.e. hazard tree). Arborist may mark trees as Hazard or Questionable. Hazard trees will be removed, by the Debris Removal Contractor. Questionable ones may be decided by the landowner to keep or remove.
2. Oversee the collection, consolidation, and removal of hazardous trees for recycling (bucked into firewood rounds or chipped as erosion control) or disposal depending on the options provided to the landowner and/or municipality.

L. Conduct Confirmation Sampling

1. Obtain background samples from soils outside of the affected area to establish clean-up goals (per the DROP).
2. Develop a standardized soil sampling plan for each property, dependent on size of cleanup footprint and get approved by the OC.
3. Upon removing all the debris and three to six inches of soil within the ash impacted areas of the property, sample and analyze the remaining soil surface for the same constituents identified as a clean-up goals (per the Approved Soil Sampling Plan).
4. Compare soil results to clean-up goals (per the Approved Soil Sampling Plan).
5. If results exceed clean-up goals (per the Approved Soil Sampling Plan), the Debris Removal Contractor will remove another layer of soil (from $\frac{1}{2}$ inch to 3 inches) for disposal and the Contractor shall conduct re-sampling of the soil. The removal and re-sampling shall be repeated until the remaining soil meets objectives.
6. If results are less than clean-up goals (per the Approved Soil Sampling Plan), observe and verify the site preparation for final erosion control and certification.
7. Prepare a final report for each individual landowner describing work performed, a cost summary, and any lab sampling data for the property for insurance purposes.

M. Project Completion Documentation:

1. Assist CalRecycle staff in completing financial summary information for each property in a manner and level of detail acceptable to CalRecycle to document complete project costs.
2. Provide adequate management level and administrative staff as required to conduct after action meetings and prepare an after action report for work performed on this project. After action incident reporting is critical to ensuring lessons learned can be integrated into response operations for future disasters. This process includes: identifying the functions to assess and evaluate, conducting meetings with key personnel to discuss these functions, and developing an after action report or improvement plan to document the lessons learned. These services are described in more detail as follows:
 - a. Determine Debris Functions
Using the concepts of the California Standardized Emergency Management System (SEMS) and Incident Command System (ICS), the Contractor shall coordinate with CalRecycle to determine the debris-related functions to assess for the after action meeting.
 - b. Conduct After Action Meeting
Once the list of functions is finalized, the Contractor shall conduct a half-day after action meeting with key personnel to discuss the successes and lessons learned from these fire debris operations. CalRecycle will coordinate the scheduling, invitations, and office location for the meeting. The Contractor shall facilitate the meeting and provide printed materials. The Contractor shall manage the agenda to ensure there is sufficient time to discuss each debris function. During the after action meeting, the Contractor shall use the CalOES after action meeting template to document areas for improvement and potential improvement actions (i.e. planning, training, personnel, equipment, or facilities).
 - c. Deliver After Action Report

The Contractor shall develop and deliver the after action report that documents the successes and lessons learned from these fire debris operations. The report will provide recommendations to address gaps in the debris-related functions and will include an improvement plan matrix for CalRecycle to track improvement actions.

The final report will include best management practices that have been instituted as a result of the operational standards set forth on this fire. The report will include a comparison to historical fire incidents to demonstrate how CalRecycle continues to enhance the effectiveness and efficiencies of their debris operations.

The Contractor shall conduct meetings to review changes to the report. The Contractor shall make the changes and provide the final version electronically to CalRecycle.

- d. Prepare draft versions of CalRecycle project administration documents to implement the recommended changes on future debris removal projects. Example documents that may be amended include, but are not limited to: the Debris Removal Operations Plan and all of its technical appendices, site completion reports, reports generated by the planning function on the ICS team, project Agreement, project Agreement solicitation documents, and any and all field documentation required for the project administration.

6. Roles

The following are CalRecycle's requirements for the specific roles and responsibilities of the Contractor's staff in the performance of this Agreement. All staff conducting work in and around the debris removal cleanup and disposal operations shall be 40-hour HAZWOPER Trained and Certified and their certification shall be and remain current while working as part of the Debris Cleanup Team.

A. PROJECT MANAGER

The Project Manager is responsible for overseeing the operations of the Contractor's staff deployed as part of the ICS Team. This position is not necessarily a full-time and/or field position, but is dedicated to make sure that the operation has sufficient staff, equipment and materials to complete the work defined by the IMT and CalRecycle's Contract Manager.

B. HEALTH AND SAFETY OFFICER

The Health and Safety Officer shall prepare, have reviewed and signed by a Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH), and be responsible for implementing a program health and safety plan for the Contractor's employees and/or the Contractor's subcontractors, and CalRecycle staff (if requested) at all the cleanup and debris placement sites. The Health and Safety officer shall also coordinate with the other Safety officers provided by CalRecycle and the Debris Removal Contractor.

The Health and Safety Officer shall be HAZWOPR certified in accordance with Title 29, Code of Federal Regulations (29 CFR), Section 1910.120 and Title 8, California Code of Regulations (8 CCR), Section 5192 and have appropriate experience to adequately oversee and/or perform the tasks outlined in the Scope of Services.

C. INCIDENT COMMANDER

Will be responsible for all aspects of an emergency response for the consultant; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for consultant resources. The incident commander sets priorities and defines the consultant team and resources roles and the overall incident action plan. Duties may include performing

specific tasks as requested by the Incident Commander and possibly performing the Incident Command function in a relief capacity.

D. OPERATIONS CHIEF

The Operations Chief (OC) is responsible for developing and implementing strategy and tactics to accomplish the incident objectives by directing and/or supervising soil/solids environmental cleanup and/or remediation operations. The OC duties include but are not limited to:

1. Is responsible to the Incident Commander for the direct management of all incident-related operational activities and the management of all environmental support activities related to the operational activities.
2. Works closely with and supports the IC and the PC in formulating and updating the incident specific DROP that shall be prepared to direct the OC and the Operations Team as to their duties and their responsibilities. The OC is responsible for setting up staging areas for the contractors staff from which they shall muster.
3. Establishes and directs all tactical objectives for contractor staff in support of each Incident Action Plan's (IAP) operational period.
4. The OC organizes, assigns, and supervises all the contractor's tactical or response resources assigned to the incident. They are also responsible for setting up the required Divisions and/or Specialty Groups to properly, effectively, and efficiently carry out the debris cleanup operations technical support.
5. Directs the Contractor's Team who together shall be responsible for all activities defined by the following Contractor Role Descriptions.

E. DEPUTY OPERATIONS CHIEF

The responsibilities of the Deputy Operations Chief include assisting the Operations Chief in developing and implementing strategy and tactics to accomplish the incident objectives by directing and/or supervising soil/solids environmental cleanup and/or remediation operations, and all duties of the Operations Chief listed in Section D above. The Deputy Operations Chief supports the Operations Chief and assumes their role during absence.

F. BRANCH DIRECTOR

The Branch Director (or Branch Chief, as defined by the OC) will oversee the Division Director and will be established when the number of Divisions exceed the span of control of the Division Supervisors.

G. SUBJECT MATTER EXPERT

The Subject Matter Expert (SME) is responsible to supervise and support all Division Directors and Task Force Leaders (both responsible for overseeing and documenting the Debris Removal Contractor's Field Activities including recording the materials removed from each property as well as materials delivered to the disposal/recycling facilities) within their logistical area of supervision, as assigned by the OC and/or PC. The duties for this operation include:

1. Fully understand and follow the requirements included in the DROP, provided by the PC;
2. Coordinate with construction contractors on work task assignments to maximize efficiency and safety;
3. Resolve any issues or logistical problems reported by Task Force Leaders. Coordinate with construction contractors to resolve these issues;
4. Maintain positive relations with incident personnel and members of the public, especially property owners of impacted areas;

5. Report to the Incident Commander (IC), Operations Section Chief (OPS), and/or Planning Section Chief (PSC) when the Incident Action Plan needs to be modified, additional resources are needed, surplus resources are available, or when hazardous situations or significant events occur;
6. Respond to emergency or significant events within the Specialist's designated area and assume command to mitigate such incidents. Notify the Operations Section Chief, Incident Commander (IC) and construction contractor representative when such events occur;
7. Submit situation and resource status information to the Operations Section Chief and the Planning Section Chief as needed, but at least daily;
8. Ensure that all personnel and resources arrive at and depart from assignments in a timely, orderly and safe manner;
9. Participate in the development of tactical plans for the next operational period;
10. Attend planning meetings at the direction and discretion of the Operations and/or Planning Section Chiefs;
11. Participate in the development of the Incident Action Plan and review the general control objectives including alternatives;
12. Provide a California Licensed Drone pilot to support Planning and Operations.

H. DIVISION SUPERVISOR/DIRECTOR

The Division Supervisor (or Division Director as defined by the OC) is responsible to supervise and support all Task Force Leaders (both responsible for overseeing and documenting the Debris Removal Contractor's Field Activities including recording the materials removed from each property as well as materials delivered to the disposal/recycling facilities) within their logistical area of supervision, as assigned by the OC and/or PC. The duties for this operation include:

1. Fully understand and follow the requirements included in the DROP, provided by the PC;
2. Provide and/or verify that the Task Force Leaders are properly trained to conduct the work assigned;
3. Provide direct supervision of and direction to the Task Force Leaders and the work they are conducting;
4. Inform the OC of issues or suggestions on how to conduct the operation more efficiently and effectively;
5. Provide the necessary health and safety equipment and materials required for the Task Force Leaders for the work they are conducting;
6. Provide the forms, tools, and communication equipment to keep in contact with the Supervisor at all times; and
7. Report directly to the OC and be the line of contact between the OC and the Task Force Leaders in fulfilling the responsibilities of the Division as assigned by the OC.

I. TASK FORCE LEADER

Task Force Leaders shall be selected and assigned by the Contractor's Project Manager and report directly to and work for the Division Supervisor and ultimately the OC. The Task Force Leaders are responsible for directing and overseeing disaster debris cleanup operations at one or more such sites and must be capable of directing and overseeing these operations. The Task Force Leader shall have either at least two (2) years of experience in the Task Force Leader role and/or directing or overseeing disaster debris cleanup operations at one or more such operations, or an approved equivalent, such as at least three (3) years of experience in overseeing and/or inspecting environmental cleanup and/or remediation operations. The Task Force Leaders shall:

1. Fully read, understand, and follow the requirements included in the DROP, provided by the PC;
2. Attend daily Incident Operations Chief/Division Supervisor initiated safety meetings to discuss possible personal and community hazards;

3. Attend periodic (typically weekly) OC initiated safety meetings to discuss possible personal and community hazards;
4. Be responsible to carry out, under the direction of the OC and the Division Supervisor, the DROP requirements for each individual property assigned, and to read and follow the Homeowner's directions, listed on the signed and County approved Right of Entry (ROE) Forms;
5. The Task Force Leaders shall be the Homeowner's point of contact until the property has been cleared by the County for rebuilding;
6. Inspect, monitor, track, and document the types of materials (i.e. asbestos impacted ash and debris, metals, concrete foundations, soils, trees, etc.) removed and disposed of at directed repositories (i.e. lined landfills, metals recycling facilities, concrete recycling facilities, etc.) from each assigned property and parcel;
7. Provide documentation of debris removal quantities parcel-by-parcel and by street, route, and date. This documentation shall be in an Excel format or other formats utilizing a FEMA approved Automated Debris Management System (ADMS) including providing their own tablets or other similar electronic type devices;
8. Complete and submit to PC and/or any additional governmental agency all documentation that is required for CalRecycle to receive the maximum reimbursement for all covered debris removal and related costs;
9. Watch and advise the debris cleanup crew's activities if any health and safety or environmental control controls and/or activities (i.e. controlling dust, water run-off of burn ash, etc.) should be addressed during the cleanup operation;
10. Fill out and submit daily activity logs per property documenting Contractor labor staff and hours, equipment used, trucks that hauled materials from the property, disposal and/or recycling sites materials taken to, and other activities occurring under their watch throughout the day;
11. Inspect traffic control devices and procedures for compliance with the site specific DROP;
12. Provide daily oral status reports to the Division Supervisor and the OC, or designee, at the end of each day;
13. Obtain site clearance/approval from OC once site is cleaned up and ready for confirmation sampling. The OC shall sign-off if ready and provide information to PC and the Division Supervisors for confirmation sampling;
14. Coordinate and work cooperatively with the Debris Removal Contractor, the Site Inspection Team, the Operations Team's and Debris Removal Contractor's Health and Safety Officers, air sampling consultants (if required), and other Operations Team Members;
15. Coordinate and communicate with the Division Supervisor, OC and PC on a regular basis or as needed, including reporting any unresolved issues, concerns, or complications that may be occurring with the Debris Removal Contractor;
16. Be present during any Debris removal activities, and related on-site management, which shall take place from Monday through Saturday, 11 hours per day if safe conditions allow unless otherwise stated by the OC;
17. Perform other requests as directed by the OC and/or the PC; and
18. Task Force Leaders assigned to truck staging area(s) and/or Materials Receiving Facilities (MARF) will be assigned to logging in the trucks entering and leaving each staging area or MARF, trucks coming from or heading back to the debris operations program lots in question, verifying materials that are in the truck payloads, and verifying the quantity of materials delivered by each truck in a truck tracking system developed with the Division Supervisor and OC/PC.

J. ENVIRONMENTAL UNIT SUPERVISOR

The Environmental Unit Supervisor (as defined by the OC) is responsible to supervise and support all Environmental Unit Leaders (performing initial site assessments, Asbestos Abatement documentation,

and Confirmation Sampling and documentation for each property) within their logistical/technical area of supervision, as assigned by the PM, the OC and/or PC. The duties for this operation include:

1. Fully understand and follow the requirements included in the DROP, provided by the PC;
2. Provide and/or verify that the Environmental Unit Leaders are properly trained to conduct the work assigned;
3. Provide direct supervision of and direction to the Environmental Unit Leaders and the work they are conducting;
4. Inform the OC of issues or suggestions on how to conduct the operation more efficiently and effectively;
5. Provide the necessary health and safety equipment and materials required for the Task Force Leaders for the work they are conducting;
6. Provide the forms, tools, and communication equipment to keep in contact with the PC at all times; and
7. Report directly to the OC and be the line of contact between the OC and the Environmental Unit Leaders in fulfilling the responsibilities of the Division as assigned by the OC.

K. ENVIRONMENTAL UNIT LEADER

The Environmental Unit Leaders are environmental engineering/science trained and degreed professionals experienced in conducting site assessments and environmental sampling. The Environmental Unit Leaders shall be overseen and directed by one of the Environmental Remediation Professionally Trained Division Task Force Supervisors. The responsibilities of the Environmental Unit Leaders include, but are not limited to the following:

1. Conduct initial visual survey of roadways and infrastructure along those roads that could potentially be impacted by the debris cleanup operations. Evaluate pre-operational conditions with video recording and notes collected during the evaluation. These shall be compared to post-operational evaluation for potential local agency reimbursement by state or federal funding agency.
2. Prepare Cleanup Goals Report to be utilized by the debris removal operations team to determine when the site has been adequately cleaned up post incident, to include but not be limited to:
 - a. Determine locations for obtaining, analyzing, and evaluating background soil samples to establish cleanup goals for the project,
 - b. Develop cleanup goals report, with supporting documentation to submit to appropriate local and state agencies for review and acceptance, and
 - c. Determine number of confirmation samples that shall be required to deem each property as meeting the established cleanup goals report, depending on the size of the property.
3. Conduct Individual Site Assessments, for each property that has entered into the cleanup program, and prepare individual site maps including (utilizing GPS equipment or approved equal):
 - a. Identify and mark apparent property lot lines both in the field and on the site map. Boundary survey to verify property lines will not be performed under this Agreement.
 - b. Identify septic tank and leach field locations on each property.
 - c. Identify water wells on properties not serviced by the local water agency.
 - d. Measure and record foundation and other hardscape footprints.
 - e. Measure and record ash footprints.
 - f. Identify other property-specific hazards (i.e. swimming pools, large vehicles, hazard trees).
 - g. Conduct radiation sweeps.
 - h. Identify, sample, analyze, and remove asbestos containing materials.
 - i. Identify and record vehicles for removal (i.e. cars, boats, motorcycles, trailers, etc.).
4. Confirmation Sampling, once site has been deemed to be ready by OC:

- a. Collect samples and analyze soil, per the requirements of the site reconnaissance and cleanup goals.
 - b. Compare soil results to cleanup goals.
 - c. If results exceed cleanup goals, direct that an additional layer of soil would next be removed and disposed of prior to a subsequent site soil re-sampling.
 - d. If results are less than cleanup goals, site shall be prepared for final erosion control and certification.
5. Prepare Final Site Cleanup Reports, one for each property, that summarizes the pre-cleanup conditions, including; the initial site assessments, analytical data emanating from samples collected for the site, a copy of site's ROE, a summary of the materials removed from the property, the type of erosion control best management practices conducted on the property (post debris removal operation) and an indication of any unique or unexpected circumstances that occurred during the cleanup operations. Each report shall include pictures from both pre and post debris removal operations.

L. CERTIFIED ASBESTOS CONSULTANT OR CERTIFIED SITE SURVEILLANCE TECHNICIAN (CAC/CSST)

Based on the general age of the homes that were impacted by the fire incident, if there is good reason to believe that these homes were or could have been constructed during a time when asbestos containing building materials were available for use, conduct a per site Asbestos Survey, after and in reference to the Department of Toxic Substances Control (DTSC) Report summarizing their initial findings based on their preliminary hazardous waste assessment for asbestos containing material (ACM) for these properties.

1. If necessary, asbestos qualified site inspectors shall conduct visual assessment of each property in the program base on a modified Asbestos Hazard Emergency Response Act (AHERA) sampling approach on each lot for suspect ACM. Sampling of potential ACM will be conducted by a Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSSTs) working under the direction of a CAC. The CAC or CSST will collect bulk samples for asbestos in representative lots and have them analyzed as appropriate. Full NESHAP asbestos surveys may be performed on partially burned structures as directed by the Operations Chief.
2. At a minimum, the CAC shall contact and direct the registered Asbestos Removal Contractor debris removal team to properly collect, package, remove and dispose of the verified asbestos containing materials following best management practices for ACM removal. The CAC shall document the materials found, removed and disposed of to be included as part of the Final Site Clean Report described in number 5 above.
3. If it is determined by the PC and/or OC and/or it is a stated requirement in the Operations Plan that air monitoring is required, due to the presence of asbestos (or heavy metals, or other potentially hazardous air born constituent) in the ash materials to be removed for the program properties, the Environmental Unit Leaders staff shall also be required to prepare an Air Monitoring Plan, to be approved by both an appropriately certified professional and the OC, or his designee.
4. If an Air Monitoring Plan is prepared, the Environmental Unit Leaders shall implement such plan, at the direction of the certified professional that approved the plan. The Environmental Unit Leaders shall also organize the sampling data results and prepare an overall Report, and separate reports, as required by the Air Monitoring Plan, and have it reviewed and approved by the appropriate certified professional.

M. ENVIRONMENTAL UNIT LEADER/AIR QUALITY

The Air Quality Environmental Unit Leader for criteria air contaminants shall oversee the collection of air pollutants that may cause health hazards from the debris recovery operations. Criteria air

contaminants are typically emitted from many sources and the Environmental Unit Leaders /Air Quality is responsible for providing and implementing an air monitoring and sampling plan.

N. ENVIRONMENTAL BRANCH DIRECTOR/SENIOR ENVIRONMENTALIST

The Environmentalist Branch Director / Senior Environmentalist shall develop and implement the air monitoring and sampling plan, background sampling cleanup goals, and soil sampling plan. The Environmentalist Branch Director / Senior Environmentalist shall be responsible for all level 4 data validation of soil and air analytical data.

O. DATA ASSESSMENT MANAGER

The Data Assessment Manager shall electronically manage and track all the site documentation including, but not limited to the following; the ROE's, all site documentation, daily activity documentation, trucking documentation, and site data reconciliation with the Debris Removal Contractor. The Data Assessment Manager shall also compile a database of cost tracking tickets and their daily reconciliation with the Debris Removal Contractor's Project Manager and in support of the Contractor's Finance Chief.

P. PLANNING CHIEF

The Planning Chief (PC) shall oversee the collection, evaluation, and dissemination of operational information related to the incident. It is the PC's responsibility to prepare and assist the OC in implementing the Incident Operations Plan, as well as track the status of all incident resources and all the preparations for, data management from, and the final dispositions of each property that has entered into the debris removal program.

Q. DEPUTY PLANNING CHIEF

The responsibilities of the planning assistant include supporting the PC in collecting information, managing data, coordinating with property owners and local agencies in assisting in the preparation and carrying out of the overall debris cleanup preparation, operation, and de-mobilization. A deputy plans chief supports the planning section chief and assumes their role during absents.

R. GIS PROFESSIONAL

The GIS professional shall be responsible for taking all local fire incident information, local agency information, mapping and infrastructure information and build it into a cohesive database that can be used to assess, coordinate and summarize all that debris removal activities that have taken place. The database shall be developed by the GIS professional to provide the PC, OC and FC an easy way to access information that will assist them in performing their duties. This database would include all daily activity logs, truck tickets, site assessments, and closure reports for each participating property.

S. LOGISTICS CHIEF

The Logistics Chief (LC) shall be responsible for supporting the overall debris cleanup operation by finding and supplying the facilities, utilities, supporting materials, health and safety personal protective equipment and other expendables in support of the Operations staff. The LC shall also provide communications devices, computers, tablets, transportation, and anything else needed to support the debris cleanup efforts.

T. FINANCE/ADMINISTRATION CHIEF

The Finance/Administration Chief (FC) is to be located in the DROC or other approved location near the DROC and be responsible for providing and coordinating with the Debris Removal Contractor's Finance Professional and all of the financial and cost analysis and cost efficiencies aspects of the debris cleanup operations, in support of the Contractor Invoices. These include Debris Removal Agreement negotiation

(if appropriate), recording or auditing personnel and equipment time, documenting and processing claims for accidents and injuries occurring at the incident, and keeping a running tally of the costs associated with the incident. Additionally, the FC shall monitor projected expenditures that have not been billed, and alert the CalRecycle Contract Manager to potential contract augmentation needs. The FC is also responsible for reviewing/auditing the Debris Removal Contractor(s) monthly invoices to make sure that they are accurate, defendable, and reimbursable by the state and federal (if applicable) agencies supplying disaster relief funding. Invoice review and recommended approval shall be within 20 days of receipt.

1. The FC shall validate and ensure the preparation of invoices adhere to the following provisions:
 - a. Invoices and charges comply with provisions of purchase orders, sub-purchase orders, contracts, leases, service agreements, grants, etc. This includes ensuring completed work orders, adherence to contract terms and invoicing, and that there is proper authorization and internal control of purchases and assets in accordance with the State Contracting Manual and State Administrative Manual.
 - b. Invoices are itemized and presented in accordance with contract provisions, and that charges are broken out as appropriate, such as by task, project, Subcontractor amounts and services. Invoices must contain adequate supporting documentation as defined by the CalRecycle Chief Accounting Officer.
 - c. Items or services invoiced have been received or provided, as evidenced by stock received reports, receipts or similar documents or verification by authorized individuals, and is fully documented for audit or other external review. All travel must be documented and in accordance with CalHR reimbursement rates for excluded employees.
 - d. Authority exists to obtain the goods or services.
 - e. Invoices are not a duplicate, and payment has not previously been made.
 - f. In the event that an invoice can not be approved for any of the above reasons, work with the Contract Manager in collaboration with the Chief Accounting Officer complete the STD. 209 Invoice Dispute Form within 20 days of invoice receipt.

U. FIELD ACCOUNTING AND ADMINISTRATIVE STAFF RESPONSIBILITIES

Accounting and Administrative staff shall be selected by the Contractor's Program/Project Manager and report directly to CalRecycle's PC and/or FC supporting the debris cleanup activities. The services to be provided include:

1. Work directly with the Contractor's and CalRecycle's FCs and/or CalRecycle's accounting staff and with the Debris Removal Contractor's accounting staff to track materials removed, hauled, and deposited at its final destination by managing daily work sheets prepared by the Debris Monitors, collecting and collating, truck tickets and destination (landfill, recycle facility, etc.) tickets from each cleanup property on a daily basis;
2. Work with the Contractor's and CalRecycle's FCs in accumulating and tabulating daily tonnages removed from each site and in total for the Debris Removal Program;
3. Receive, review, and compare contractor invoices with the daily logs and materials disposal tickets for costs expended;
4. Evaluate invoices that labor and expenses have been charged per the Agreement approved unit rates;
5. Report to the Contractor's and CalRecycle's FCs any discrepancies between the daily logs, per lot and the invoices; and
6. Other administrative requests made by either the PC or the FC.

V. OFFICE ACCOUNTING AND ADMINISTRATIVE STAFF RESPONSIBILITIES

Accounting and Administrative staff shall be selected by the Contractor's Program/Project Manager and report directly to FC/AC supporting the debris cleanup activities, from the Contractor's office. The services to be provided include:

1. Work directly with the FC in reviewing the Debris Removal Contractor's Invoices looking for discrepancies with the daily activities logged by the Contractor's field accounting staff.
2. Provide FC with other financial review and/or evaluation of contractor invoices.
3. Report any discrepancies and make recommendations for approval of invoices.
4. Other administrative requests made by the FC.

W. TRUCK INSPECTIONS

Provide Truck Inspections that includes a third party Department of Transportation (DOT) truck inspection of all disposal trucks, low beds, water tenders, tow trucks, street sweepers and other commercially licensed vehicles used on the project. Water trucks used specifically on site lots are not subject to inspection provided they are not carrying water loads on a public road. These water trucks are considered construction vehicles. The item is one inspection team per day and is estimated at 120 (one hundred twenty) days for the entire project. The unit costs include a team of inspectors, appropriate vehicle, equipment, and supplies to conduct Level 1 DOT inspections. CalRecycle will likely require more than one team of inspectors. The contractor will submit written records of every inspection, even if the vehicle fails, within three business days. Each written record will include the inspector's name, date, truck inspected, summary of Level 1 items reviewed, failed sections, and repairs. Each commercial truck will display a disaster operation sticker provide by the Contractor. After each 30 day period, 10% of the commercial trucks will be re-inspected per Level 1 requirements. The Level 1 truck inspector shall be preapproved by the CalRecycle Operations Chief.

X. MISCELLANEOUS POSITIONS/SERVICES

1. There may be Tribal Monitoring required on this project under a subcontract to this Agreement. Tribal monitoring is typically provided by the regional tribe using tribal appointed monitors. Rates established by the tribe(s) will be the basis for the rates paid to the tribal monitors, and is outside of the control of the Contractor. The Contractor is limited to a ten (10) percent markup on this subcontract.
2. The Contractor is required to send air monitoring and soil samples to outside laboratories for analysis. CalRecycle will reimburse the Contractor for laboratory services. The Contractor is to provide a Laboratory Markup cost on the Bid Schedule for each lab sample that includes shipping and any other costs to process samples other than actual costs from the laboratory. Costs for laboratory analysis will be paid as actual costs from the laboratory plus the Contractor's per sample Laboratory Markup. Staff time to collect the field samples shall be paid from appropriate staff rates in the Cost Proposal Sheet.
3. The Contractor is required to provide ten (10) water trucks to suppress dust from fire debris properties until the fire debris removal contractor can mobilize water trucks to the project site. Water trucks will be paid on an hourly rate in the Bid Schedule that includes providing up to a 5000 gallon water truck and driver for use throughout the project area as needed for an estimated two week period. The daily rate is per truck per day for a 10-hour working day and includes water, fuel, hoses and fittings, and all items necessary to apply dust control water using truck mounted spray and manually applied dust control water as needed, and includes water truck mobilization and demobilization, the costs of permits, and use of agency meters.
4. Air monitoring equipment shall be provided and used for community air monitoring per the requirements of the DROP. Air monitoring equipment will be paid at a daily rate in the Bid Schedule that includes all items required for the complete operation and lab analysis for the

operation of the air monitor. The daily rate is to include the rental of the equipment, generator, and fuel. The laboratory analysis cost of the samples will be reimbursed at cost plus the laboratory markup. All air samples will be on 72-hour turnaround time.

5. The Contractor shall be responsible for installing and monitoring global positioning system (GPS) tracking on all haul trucks, street sweepers, and community water tenders. The consultant shall provide access to the tracking software to the IMT and Contractor.
6. The Contractor is required to provide property signage per the sign specification in DROP. CalRecycle will reimburse the Contractor for signage. The cost to provide signage shall be paid on a per sign basis and include all sign material, delivery, and installation. An estimated 18,000 signs will be provided for this project.
7. There may be a need for the Contractor to provide additional professional services in support of the Debris Cleanup Program, if requested by CalRecycle. Any additional services must be approved by the Contract Manager in writing and in accordance with the "Work Authorization" clause of Exhibit D. All rates must be approved in the Work Authorization document, and shall be reasonable, typical of the industry, and allocable. If such additional services require subcontracting, the Contractor is limited to a ten (10) percent markup on subcontract costs.

7. Weather Delays

In the event that a crew does not work as scheduled due to weather or other delays outside the control of the Contractor, the Contractor shall be compensated for the idle employees based on the hourly rates established on the Cost Proposal Sheet based on the chart below.

For the purposes of this chart, more than or equal to 30 minutes of work shall be considered a full hour of work. Less than 30 minutes of work will not be considered.

Hours Actually Worked	Hours to be Paid
0	3
1 - 2	4
3 - 4	5
5	5.5
6 +	Actual Hours Worked

8. Location of Services

Services will be provided in Butte County.

9. Control of Work

A. The CalRecycle Contract Manager has the authority to determine the quality and acceptability of the following:

- Work to be performed;
- Rate and progress of the work;
- Fulfillment of the services provided by the Contractor; and
- Compensation for services provided by the Contractor.

B. The Contractor will designate a Project Manager who holds the following authority:

- Act as the Contractor's Representative for work to be provided under this Agreement

- Act as the Contractor's Representative regarding contractual matters relating to this Agreement

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CalRecycle's Contract Manager approval is required prior to the replacement being made.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for services performed in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc), not more frequently than monthly in arrears to:

Accounts Payable
Department of Resources Recycling and Recovery
Fiscal Services Branch
U.S. Postal Correspondence:
P.O. Box 4025, MS-19A
Sacramento, CA 95812-4025
Federal Express Correspondence:
1001 I Street, MS-19A
Sacramento, CA 95814

- C. Each invoice submitted to CalRecycle must include the following information:

- Invoice Number
- Contract Number
- Description of Rendered Activities/Services
- Submitting Contractor's Address
- Invoice Period

2. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

4. TAXES: The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales or use tax imposed by another state.

5. COST BREAKDOWN:

Insert the final pricing from the winning proposer.

6. **PROGRESS PAYMENT AND PAYMENT WITHHOLD:** Progress Payments are permitted under this agreement. Ten percent of the invoiced amount shall be withheld pending completion of the contract. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. **CALIFORNIA WASTE TIRES:** Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager. All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.
4. **CONTRACT MANAGEMENT:** The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.
5. **CONTRACTOR EVALUATIONS:** If this Agreement is for consulting services, CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, CalRecycle shall notify and send a copy of the evaluation to the

Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written response to CalRecycle and the DGS. CalRecycle and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).

6. **CONFIDENTIALITY/PUBLIC RECORDS:** The Contractor and CalRecycle understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. CalRecycle agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.
7. **CONFLICT-FUTURE BIDDING LIMITATION:** Pursuant to Public Contracts Code Section 10365.5:
 - (a) No person, firm, or subsidiary therefore who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
 - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
 - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. **CONSULTING SERVICES:** If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 through 10381.
9. **COPYRIGHTS AND TRADEMARKS:** The Contractor shall assign to CalRecycle any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of CalRecycle. Such title will include exclusive copyrights and trademarks in the name of CalRecycle.
For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:
"Prepared as part of CalRecycle contract number DRR18087, Total Contract Amount \$250,000,000.00, pursuant to Government Code Section 7550."
10. **DELIVERABLES:** All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Publications/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.
11. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
12. **ENVIRONMENTAL JUSTICE:** In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health

or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low income populations of the State. (Government Code Section 65040.12(e)).

13. **FORCE MAJEURE:** Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. **GRATUITIES:** CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. **IMPRATICABILITY OF PERFORMANCE:** This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
16. **INSURANCE:** When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to CalRecycle.

The Certificate of Insurance must be in effect and shall include the following terms and conditions:

- (a) CalRecycle, its officers, agents, employees, and servants shall be included as additional insured.
- (b) The dates of inception and expiration of coverage shall be specified.
- (c) A minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
- (d) The insurer will not cancel the insured's coverage without thirty days prior written notice to CalRecycle.
- (e) CalRecycle is not liable for the payment of premiums or assessments on said policy.
- (f) The insurance coverage shall be on an occurrence basis only.

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. **LIABILITY FOR NONCONFORMING WORK:** The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects.
18. **LICENSE OR PERMITS:** The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CalRecycle may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.
19. **OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS:** CalRecycle will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to CalRecycle upon request. CalRecycle will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.
20. **PATENTS:** The Contractor assigns to CalRecycle all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement.
21. **PUBLICITY AND ACKNOWLEDGEMENT:** The Contractor agrees that it will acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.
22. **RECYCLED-CONTENT PRODUCT PURCHASING:** In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: www.calrecycle.ca.gov/rpcm. If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them. In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.

23. **REMEDIES:** Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
24. **SETTLEMENT OF DISPUTES:** In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Contract Manager for the purpose of solving the dispute.
25. **STOP WORK NOTICE:** Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
26. **SUBCONTRACTORS:** All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.
27. **SUCCESSORS:** The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.
28. **TERMINATION:** CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.
29. **UNRELIABLE LIST:** Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of Contractor on CalRecycle Unreliable List anytime after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

30. **WASTE REDUCTION:** In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.
31. **WORK AUTHORIZATION:** If this Agreement is for services as needed, or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract Manager will make this determination, when work authorizations are required, the Contract Manager will prepare a work authorization for each item of work. Each work authorization, as appropriate, will consist of a detailed statement of the purpose, objectives or goals to be undertaken by the Contractor, identification of the Contractor/subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by CalRecycle to the Contractor, the Contractor's estimated time schedule and person hours, billing rates and total cost of the work authorization.
- (a) All work authorizations will be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where expediency is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.
- (b) The level of effort required for each work authorization will vary for each proposed project. Therefore, the Contract Manager will establish the time lines for completion of duties to be performed at the time of assignment.
- (c) CalRecycle reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager will provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.
- (d) Each work authorization will be numbered sequentially.
- (e) The actual costs of a completed, approved work authorization will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will immediately notify the Contract Manager. Upon such notification, the Contract Manager may:
1. Alter the scope of the work authorization to accomplish the work within the estimated costs; or
 2. Augment the work authorization budget; or
 3. Authorize the Contractor to complete the work for the actual costs; or
 4. Terminate the work authorization.

EXHIBIT G**Required Contract Clauses for FEMA Public Assistance Program Contracts**

The following clauses apply to this contract to the extent allowed by California law.

- A. **Equal Employment Opportunity (Reference: 41 CFR Part 60-1.4(b)):** During the performance of this contract, the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Copeland “Anti-Kickback” Act: Compliance with the Copeland “Anti-Kickback” Act

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

C. Contract Work Hours and Safety Standards Act (Reference: 29 CFR 5.5(b)): Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act:**D.1-Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

2. The contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

D.2-Federal Water Pollution Control Act

1. The contractor agrees to and the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
2. The contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This contract is a covered a transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. Section 180.995), or its affiliates (defined at 2 C.F.R. Section 180.905) are excluded (defined at 2 C.F.R. Section 180.940) or disqualified (defined at 2 C.F.R. Section 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with

the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement , the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with the instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. Access to Records: The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the Department of Resources Recycling and Recovery, the Governor's Office of Emergency Services, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEAM Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

H. DHS Seal, Logo, and Flags:

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

I. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund this contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

J. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action.

L. Required Affirmative Steps to Assure Certain Firms Are Used (Reference: 2 CFR 200.321)

During the performance of this contract, the contractor agrees, if subcontracts are to be let, to take the following affirmative steps:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. Procurement of Recovered Materials (Reference 2 CFR 200.322)

The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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STATE OF CALIFORNIA
 Department of Resources Recycling and Recovery (CalRecycle)
 CalRecycle 74C (Rev. 06/10 for Contracts)

Recycled-Content Certification

To be completed by Contractor	
Name of Contractor:	
Contract #:	Work Order #:

Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to the CalRecycle Contract Manager.

This form to be completed by contractor. The form must be completed and returned to CalRecycle with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information. Add additional rows as needed.

Contractor's Name _____ Date _____
 Address _____ Phone _____
 Fax _____ E-mail _____ Web site _____

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	¹ Percent Postconsumer Material	² SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3).

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC Section 12205.

Print name

Signature

Company

Date

(See footnotes on the back of this page.)

Postconsumer material comes from products that were bought by consumers, used, and then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, or telephone.

1. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.calrecycle.ca.gov/BuyRecycled/

Code	Description Product Categories (11)	Minimum content requirement
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass – Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic – Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	<ul style="list-style-type: none"> a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint – Recycled	50 percent postconsumer paint (exceptions when 50% postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze – Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals – Recycled	10 percent postconsumer, by weight

Proposal Completion Checklist

Please use this checklist to assist in the preparation of your Proposal package to ensure that all required items are included.

-
- Cover Letter with contact information and statements as required in the RFP.
 - Organizational information and Personnel Information (Resumes)
 - Technical Proposal (detailed Work Plan)
 - Samples of Written Work
 - Copy of Required License(s) (Secretary of State)
 - Cost Proposal Sheet (Attachment A)
 - Bidder Declaration Form *REQUIRED- Write zero on form if no participation.* (Attachment C)
 - Darfur Contracting Act Certification (Attachment E)
 - Civil Rights Law Certification (Attachment F)
 - Contractor Status Form (Attachment G)
 - Client References (Attachment H)
 - Byrd Anti-Lobbying Certification (see Attachment I, Sample Agreement, Exhibit G Item F)
-

The following number of PROPOSAL packages must be submitted as the Contractor's response to this RFP:

- One (1) unbound reproducible original Proposal package marked "Original"
 - One (1) original, signed bid sheet in a separate sealed envelope marked "Proposal Cost-Do Not Open".
 - One (1) bound copy of the Proposal package marked "Copy". Do not include the bid sheet in these copies.
 - One (1) Electronic copy of Proposal Package in Adobe Acrobat format with all documents in a single file, including the bid sheet and all other attachments.
-

The following form is only required upon submittal as applicable pursuant to the provisions outlined in Section III, Submittal Requirements:

- Certification of Target Area Contract Preference Act
-

The following forms are not required at the time of the proposal submission but will be required by the successful contractor during the contract period:

- Recycled Content Certification (Attachment I)
 - Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification (Attachment D)
 - Payee Data Record (Standard Form 204) viewable at
<http://www.calrecycle.ca.gov/Contracts/Forms/default.htm>
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Please note that if any of the items are missing from the Proposal package, the package will be considered incomplete and will be disqualified from the process.